



# भारत का राजपत्र The Gazette of India

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प्राधिकार से प्रकाशित  
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सं. 30]	नई दिल्ली, जुलाई 23—जुलाई 29, 2023, शनिवार/श्रावण 1—श्रावण 7, 1945
No. 30]	NEW DELHI, JULY 23—JULY 29, 2023, SATURDAY/SHRAVANA 1—SHRAVANA 7, 1945

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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

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भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

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भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

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विदेश मन्त्रालय  
(सी.पी.वी. प्रभाग)

नई दिल्ली, 21 जुलाई, 2023

का.आ. 1224.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के प्रधान कौंसलावास मेदान में श्री विपुल शर्मा, सहायक अनुभाग अधिकारी, को 21 जुलाई, 2023 से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी. 4330/01/2023(24)]

एस.आर.एच. फहमी, निदेशक (सीपीवी-1)

**MINISTRY OF EXTERNAL AFFAIRS****(CPV Division)**

New Delhi, the 21st July, 2023

**S.O. 1224.**—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Shri Vipul Sharma, Assistant Section Officer in the Consulate General of India, Medan, as Assistant Consular Officer to perform Consular services with effect from July 21, 2023.

[F. No. T.4330/01/2023(24)]

S.R.H FAHMI, Director (CPV-I)

**विद्युत मंत्रालय**

नई दिल्ली, 25 जुलाई, 2023

**का.आ. 1225.**—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में विद्युत मंत्रालय के प्रशासनिक नियंत्रणाधीन पावर ग्रिड कार्पोरेशन ऑफ इंडिया लिमिटेड के निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत कर्मचारीवृंद ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:

1. पावर ग्रिड कार्पोरेशन ऑफ इंडिया लिमिटेड  
400/220 के.वी. जी.आई.एस उपकेंद्र,  
ग्राम – बरमसिया, पो.- बगलबाड़ी,  
जिला- किशनगंज  
बिहार-855107
2. पावर ग्रिड कार्पोरेशन ऑफ इंडिया लिमिटेड  
400/220 के.वी. चाईबासा उपकेंद्र,  
ग्राम – आचू, पो.- घागरी,  
जिला-पश्चिम सिंगभूम,  
झारखंड-833204

[फा. सं. 11011/05/9/2023-हिंदी]

जितेश जॉन, आर्थिक सलाहकार (रा.भा.)

**MINISTRY OF POWER**

New Delhi, the 25th July, 2023

**S.O. 1225.**—In pursuance of Sub Rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government hereby notify the following offices of Power Grid Corporation of India Limited under the administrative control of Ministry of Power, where 80% of the staff have acquired working knowledge of Hindi:

1. Power Grid Corporation of India Limited  
400/220 KV GIS Substation,  
Village- Baramasiya, Post- Bagalbari,  
Distt.-Kishanganj  
Bihar-855107
2. Power Grid Corporation of India Limited  
400/220 KV Chaibasa Substation,

Village- Achu, Post- Ghagri,  
Distt.-West Singhbhum,  
Jharkhand-833204

[F. No. 11011/05/9/2023-Hindi]

JITHESH JOHN, Economic Advisor (In-Charge O.L.)

**रेल मंत्रालय  
(रेलवे बोर्ड)**

नई दिल्ली, 19 जुलाई, 2023

**का.आ. 1226.**—रेल मंत्रालय (रेलवे बोर्ड), राजभाषा नियम 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उपनियम (2) और (4) के अनुसरण में निम्नलिखित कार्यालयों जहां 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करता है:-

1. मंडल रेल प्रबंधक, पूर्व रेलवे, सियालदह.
2. रेल पहिया कारखाना, बेला.
3. भारतीय रेल वित्तीय प्रबंधन संस्थान, मौला अली, सिकंदराबाद.
4. मुख्य परियोजना प्रबंधक, रेल विकास निगम लिमिटेड, ऋषिकेश यूनिट.
5. मुख्य परियोजना प्रबंधक, रेल विकास निगम लिमिटेड, लखनऊ यूनिट.
6. रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, बेंगलूरु टेरिटरी.

[फा. सं. हिंदी-2023/रा.भा.-1/12/1/(1511315)]

डॉ. बरुण कुमार, निदेशक (राजभाषा)

**MINISTRY OF RAILWAYS**

**(Railway Board)**

New Delhi, the 19th July, 2023

**S.O. 1226.**—Ministry of Railways (Railway Board) in pursuance of Sub Rule (2) and (4) of Rule 10 of the Official Language Rules, 1976 (use for the Official purposes of the Union) hereby, notify the following offices where 80% or more Officers/ Employees have acquired the working knowledge of Hindi:-

1. Divisional Railway Manager, Eastern Railway, Sealdah.
2. Rail Wheel Plant, Bela.
3. Indian Railways Institute of Financial Management, Moula Ali, Secunderabad.
4. Chief Project Manager, Rail Vikas Nigam Ltd., Rishikesh Unit.
5. Chief Project Manager, Rail Vikas Nigam Ltd., Lucknow Unit.
6. RailTel Corporation of India Ltd., Bengaluru Territory.

[F. No. Hindi-2023/O.L-1/12/1/(1511315)]

Dr. BARUN KUMAR, Director (O.L.)

## श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 19 जुलाई, 2023

**का.आ. 1227.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (41/2016) प्रकाशित करती है।

[सं. एल -39025/01/2023-आई आर (बी-II)-26]

सलोनी, उप निदेशक

## MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 19th July, 2023

**S.O. 1227.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.41/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-39025/01/2023-IR(B-II)-26]

SALONI, Dy. Director

## ANNEXURE

## BEFORE THE CGIT-CUM-LABOUR COURT &amp; EPF APPELLATE TRIBUNAL

## CHENNAI

ID No. 41/2016**Present: DIPTI MOHAPATRA, LL.M.****PRESIDING OFFICER****Date: 27.06.2023**

Sri. S. Ariyamala

W/o Saminathan,

No. 59, Keeraikollai Street

Woraiyur

**Trichy – 620 003.**

: Petitioner

AND

1. The Branch Manager

Punjab National Bank,

Trichy Main Branch,

**Trichy – 620 001.**

: First Respondent

2. The Deputy General Manager,

Punjab National Bank

Circle Office (HRD)

Khandha Enclave

179, Sarojini Street

Ramnagar

**Coimbatore-641009**

: Second Respondent

**Appearance:**

For the 1<sup>st</sup> Party/Petitioner : Advocates, M/s S. Arunachalam & Associates  
 For the 1<sup>st</sup> & 2<sup>nd</sup> Respondent : Advocate, Sri S. Jayaraman

**AWARD**

This is an Application under 2A(2) of the Industrial Dispute Act.

2. The Applicant Sri. S. Ariyamala raises the dispute challenging the denial of his job as Courier / Peon by the First Respondent Bank since 30.06.2015.

The case of the Applicant in brief is that he was appointed as Part-Time Sweeper in the First Respondent Bank on 20.08.2001 with salary/wage at the rate of Rs. 175/- per day. She has studied upto 8<sup>th</sup> standard. She was all along doing the menial work such as Sweeping, Cleaning and File stitching, etc. at par with the job profile of a Messenger or a Peon. But the Respondent never recognized the duties discharged by the Applicant nor was paid with equal time-scale wage at par with regular employees. The Respondent never considered to absorb the Applicant in full time job but on the other hand despite of her continuance in job for 13 years, 10 months and 12 days, the Applicant was denied the job on 30.06.2015 without prior intimation. Since the Applicant has rendered unblemished service, for the above period preference should have been given by the Respondent to her for filling up the permanent vacancies pursuant to Bipartite Settlement dtd.19.10.1996. Besides she has completed her continuous service of 480 days preceding to the date of denial/termination thus is eligible for regularization under the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1961. It is further contended that when some vacancies arose the Applicant made oral and written Representations to place her on permanent post. The 1<sup>st</sup> Respondent sent the Representation with his recommendation to the Appropriate Authority, the 2<sup>nd</sup> Respondent for consideration. The Representation was never considered by the Second Respondent, on the other hand resorted to direct recruitment of subordinate cadre posts for filling of 80 posts in Trichy Circle vide advertisement on dtd 03.12.2014 in Tamil Daily i.e. "Thanthi". The denial / termination from job of the Applicant, without prior notice amounts to retrenchment within the purview of Section 2(o) of ID Act. The Applicant / Petitioner was seriously affected financially and mentally for no fault of her. She raised the dispute before the Conciliation Officer – Asstt Labour Commissioner (C), Puducherry. The dispute since could not be resolved at the said forum, the Applicant approached this Tribunal seeking relief of her reinstatement in service with back wages and all other attendant benefits and regularization of her service from the date of her appointment

3. Both the Respondents entered appearance by filing Common Counter traversing almost all the pleadings except the admitted facts. The main plank of contention is that the Applicant / Petitioner is not a "Workman" within the purview of 2(s) of the ID Act. There exists no relationship of Employer-Employee in between the Respondents and the Petitioner. The service condition of the workmen / employees of the Banking Industry including the Respondent Bank are governed by Sastry Award and Desai Award and also various Bipartite Settlements. As per the Respondent's Bank Rules, the case of the candidates sponsored by the Employment Exchange is only to be considered for such employment. In view of the settlement dtd. 07.05.1984 reached by the All India PNB Employees Federation and the Bank, and the same settlement was circulated vide Circular No. 772 dtd. 17.05.1984. This settlement clearly speaks about the procedures stated therein to be followed unless the Thikana system is prevailed in the particular area. The said circular also prescribes that the recruitment of Part-Time / Full-Time Sweepers shall be as per the eligibility criteria laid down by the Bank from time to time. In supersession of the said PD circular, the Bank had issued another PAD Circular No. 72 dtd.11.02.2012 which also provides for Rules regarding the eligibility for posting of Part-Time Sweepers in various branches. It is further contended that no right exists for any person to claim regularization / absorption in Bank which dehors the Bank's Rules and Guidelines. The applicability of Tamil Nadu Industrial Establishment (Conferment of permanent status to workmen) Act at 1961 was challenged in view of ID Act. The Respondent(s) specific pleading is that the Petitioner / Applicant was never appointed by any of the Respondent on 20.08.2001 or terminated from service on 30.06.2015. There was no Service Agreement in between the Bank and the Petitioner. The claim of the Applicant is not sustainable in the eye of law. The Petitioner / Applicant is not entitled to any relief as sought for.

4. In support of their respective pleadings, both parties adduced oral as well as documentary evidence. The Petitioner, while examined herself as WW1, adduced evidence through one L. Shankaravadevelu as WW2. The Petitioner relied on 16 documents marked as Ext.W1 to Ext.W16. The Respondent examined the Manager (HR), Sri Mitra Teja as MW1 and produced 6 documents marked as Ext.M1 to Ext.M6.

The following issues emerge in the pleadings of the parties:

- (i) If the Applicant is a Workman within the purview of 2(s) of the ID Act.
- (ii) Whether there exists relationship of Employer-Employee in between the Respondent and the Petitioner.

- (iii) Whether the Applicant was terminated without prior notice?
- (iv) To what relief the Applicant / Petitioner is entitled to?

### **Issues (I) & (II)**

5. Since the Issues I & II are interlinked inter alia are taken up together. Both the Witnesses WW1, the Petitioner and WW2 adduced evidence in support of the pleadings of the Claim Petition. The Petitioner states to have joined the Respondent Bank on 20.08.2001 as Part-Time Sweeper (PTS) and all along doing the menial work such as Sweeping, Cleaning and File Stitching, etc. at par with the job profile of a Messenger or a Peon. The initial remuneration was paid to her on daily basis at the rate of Rs 175/-. But the Respondent never recognized the duties discharged by the Applicant nor was paid with equal time-scale wage at par with regular employees. The Respondent never considered to absorb the Petitioner despite of her service of 13 years 10 months and 12 days. But the Applicant was denied the job on 30.06.2015 without prior intimation. In view of the Bipartite settlement dtd.19.10.1996, the Applicant is entitled to get the preference to fill up the permanent vacancy when completes 5 years of service. Her representation in this regard was never considered. WW2 viz. Shri Shankaravaduvelu, one retired Clerk of Respondent's Bank now holds the post of the General Secretary of "Punjab National Employees Union" which is affiliated to "All India Bank Employees Association" adduces evidence in support of the Petitioner. He categorically states to have rendered 25 years of service in the Respondent Bank till his superannuation in the year 2019. He has direct knowledge that since the engagement of the Petitioner dtd. 20.08.2001 as Temporary Employee as PTS in the Respondent's Bank, her service was utilized for whole day. The Petitioner was not only doing the menial work such as Sweeping, Cleaning, etc. but was paying Electricity and Telephone Bills, Clearing Cheques, escorting the staff for refilling of ATM and also many more works, as good as the job of a Permanent Employee. But the Applicant was never been paid wages / remuneration at par with a Permanent Employee.

6. The Respondent on the other hand adduces evidence through the Manager (HR), Mitra Teja who denies the pleadings of the Petitioner and the statement of both the Witnesses. In support of the contentions made in Counter Statement, it is stated that the Petitioner cannot plead to project himself as a "Workman" within the purview of Section-2(s) of the Industrial Disputes Act, as much as she was engaged of and on whenever exigencies arose on the part of the local Branch Manager who lacks any authority to give appointment to anyone. The Applicant on the other hand has been adequately paid for her service rendered for the Branch. There exists no Employer-Employee relationship in between the Respondents and the Petitioner. The claim of the Petitioner amounts to "backdoor entry" thus the claim for reinstatement with back wages is not sustainable. The Counsel for both parties advanced their respective arguments drawing attention to the documents on record.

7. The Counsel for both parties advanced their respective arguments drawing attention to the documents on record. In view of the discussion held in preceding paragraphs with regard to the pleadings of the parties, it is to be seen if the Petitioner is a "Workman" within the purview of the Act and if there exists any Employer-Employee relationship in between the Petitioner and the Respondent.

8. In this context the documents filed by the Petitioner are taken into consideration. The documents are haphazardly filed. Even though the Petitioner claims to have joined on 20.08.2001, not a single document in its support is filed. Ext.W5 is the only application dtd 11.03.2014 (in Tamil) of the Petitioner addressed to Assistant General Manager, PNB finds place in the bunch of documents filed by her. In the said application she has narrated that she has been working in the Respondent Bank since 2001 as Peon and she appeared in the recent interview. Since she was not selected on any post in the interview, requested the Authority to consider her for filling up the post vide her Application under Ext.W5. The regulation regarding absorption of PTS dtd. 17.02.2014 and the Memorandum for Absorption dtd. 22.02.2014 are marked as Ext.W1 and Ext.W2. Ext.W3 is the letter dtd. 24.02.2014 of the General Secretary circulated a proposal for conversion of Part-Time Employees as Peon vide his letter to All India Punjab National Bank Employees Federation (AIPNBEF). Ext.W4 dtd. 04.03.2014 is an internal communication of a Circular regarding absorption of PTS. A proposal initiated by the General Secretary vide Ext.W7 dtd. 12.02.2015 was sent to the General Manager (P&A) to fix the educational criteria for the post of Peon as minimum 8<sup>th</sup> Standard instead of 10 + 2. The General Secretary sent a letter to the temporary staff members on dtd. 27.05.2015 vide Ext.W9 to provide the details in pursuant to Ext.W7. A Special Recruitment Drive was initiated by the Circle Office, Trichy vide Ext.W10 dtd 24.12.2015 for recruitment to fill the post of Peons in Subordinate Cadre. Ext.W13 is the Circular dtd. 31.05.2017 issued by the Head Office for recruitment of Workman Staff (other than Godown Keeper). Ext.W14 and Ext.W15 are the extracts of 8<sup>th</sup> and 9<sup>th</sup> Bipartite Settlements. A photograph of the Petitioner with a Group is filed and marked as Ext.W16.

9. As such, except Ext.W5, Ext.W6 and Ext.W8, none of the other documents can be taken into consideration. All other documents are the internal communications, sometime made in between the General Secretary of All India Punjab National Bank Employees Federation (AIPNBEF) and sometime some of the documents are the circular and memorandum issued by the Respondent's Bank. As such, those documents are no way concerned to the claim of the Petitioner nor can be accepted in her favour. At the outset, it is pertinent to mention that while the Petitioner is claiming to have worked under the Respondent since 20.08.2001, she fails to produce a single scrap of document regarding her continuity of service from that date till her application dtd. 11.03.2014 under Ext.W5 was filed and

forwarded by the Chief Manager to Circle Head, Trichy on 07.05.2015 vide Ext.W8 to consider her application for the post of Subordinate Staff / PTS. Ext.W6 is the Bio-Data. It is pertinent to mention that the Petitioner also failed to produce any scrap of document if at all she has been paid with any remuneration or wage during that period. However, when it reveals from Ext.W8 that the Chief Manager recommended her name stating to have worked in the Branch for the last 15 years has got no consequence as much as this this part of his recommendation when is not supported with cogent and credible documentary evidence, cannot be accepted in favour of the Petitioner. Even if for the sake of argument advanced by the Counsel for the Petitioner is accepted, the Petitioner on several occasions submitted applications and representations as per the above exhibits, such mere fact would not suffice to hold that she was engaged by the Competent Authority. It needs mention that no such correspondence was made to her in this regard. Besides, the petitioner fails to file a single scrap of document, showing disbursement of any amount towards her remuneration or wage was ever made by the Respondent. In the worst case, even if for the sake of argument advanced by the Counsel for the Petitioner, it is accepted for a while that the Petitioner has been engaged for some time in between the period, she must have been adequately paid. In this context, the pleadings and submissions of the Respondent is accepted that the Branch Manager as and when requires hands, engages the local person and the adequate remuneration is being paid to them. Ext.W5 dtd. 11.03.2014, the Application of the Petitioner when itself is self-explanatory that she was not selected in the interview cannot claim her engagement even after so-called interview held prior to her Application. In this context, the argument is well advanced by the Counsel for the Respondent that the Petitioner when miserably failed to prove the existence of Employer-Employee relationship in between the Respondent and herself is not entitled to any relief. Admittedly, the claim of her continuity till her oral termination on 30.06.2015 is not proved. In this context, the Learned Counsel for the Respondent relies on the judicial verdict of the **High Court of Judicature of Madras** in the case of **Sri J. Alwin Edwin Vs. The Branch Manager, Punjab National Bank and Two Others vide WP No. 23017/2019 dtd. 06.10.2020**. It is held by their Lordships that *in the absence of any candid document, the Petitioner cannot seek relief on an illusory evidence stating that she was terminated from job without prior notice.*

10. In view of the discussions held in previous paragraphs, the Petitioner cannot be defined as a Workman under the 2(s) of the ID Act and also there exists no Employer-Employees relationship in between the Respondent and Petitioner.

The Issues (i) & (ii) are answered against the Petitioner.

#### **Issues (III) & (IV)**

11. In view of the findings under Issue No. (i) and (ii) above, there needs no discussion on the Issues (iii) and (iv). In the result, the Issues (iii) and (iv) are answered against the Petitioner. The Petitioner is accordingly is not entitled to any relief as sought.

The ID case stands dismissed.

The Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

#### **Witnesses Examined:**

For the 1 <sup>st</sup> Party/Petitioner	:	WW1, Smt. S. Ariyamala
	:	WW2, Sri L. Sankaravadevelu
For the 2 <sup>nd</sup> Party/Management	:	MW1, Sri Mitra Teja

#### **Documents Marked:-**

##### **On the petitioners side**

Ex.No.	Date	Description
Ex.W1	17.02.1014	Regulation regarding absorption of PTS
Ex.W2	22.02.2014	Memorandum for absorption
Ex.W3	24.02.2014	Conversion of PTS as Peons
Ex.W4	04.03.2014	Circular regarding absorption of PTS
Ex.W5	11.03.2014	Application from S.Ariyamala
Ex.W6	09.05.2014	Biodata of S.Ariyamala
Ex.W7	12.02.2015	Educational qualification to Peons
Ex.W8	07.05.2015	Chief Manager forwarding the application of

		Ariyamala
Ex.W9	27.05.2015	Letter from General Secretary from the Union
Ex.W10	01.07.2015	Special Recruitment trivet of Peon
Ex.W11	07.02.2016	Demand of Employment after Termination to the Branch Manager by S.Ariyamala
Ex.W12	07.02.2016	Demand of Employment after Termination to the General Manager by S.Ariyamala
Ex.W13	31.05.2017	Circular from the General Secretary of the Employees Federation
Ex.W14	-	Relevant portion of 8 <sup>th</sup> bipartite settlement
Ex.W15	-	Relevant portion of 9 <sup>th</sup> bipartite settlement
Ex.W16		Group Photo taken on the occasion of Mr. Veilappan retirement function of banks staff on 26.02.2010

**Documents Marked:-****On the petitioners side**

Ex.No.	Date	Description
Ex.M1	07.05.1984	Settlement regarding fixation of wages and other Allied matters like Recruitment and appointment
Ex.M2	11.02.2012	Circular issued by the Respondent Bank
Ex.M3	25.03.2014	Circular banning the Temporary Appointment in the Bank
Ex.M4	21.09.2015	Circular issued by the bank with regard to the Recruitment and appointment of Part-Time Sweeper
Ex.M5	04.07.2016	Circular issued by the Bank with regard to alternate mechanism in lieu of interview for recruitment of full Time/Part Time Sweeper
Ex.M6	28.11.2018	Circular No.430 Banning the Temporary Appointment in the Bank.

नई दिल्ली, 20 जुलाई, 2023

**का.आ. 1228.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (30/2009) प्रकाशित करती है।

[सं. एल 12012/98/2008-आई आर (बी-II)]

सलोनी, उप निदेशक



New Delhi, the 20th July, 2023

**S.O. 1228.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 30/2009) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen.

[No. L-12012/98/2008– IR (B-1I)]

SALONI, Dy. Director

**ANNEXURE**

**Before Shri Soma Shekhar Jena, Presiding Officer**

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT**

**KANPUR**

**PRESENT**

**SOMA SHEKHAR JENA**

**HJS (Retd.)**

**I.D. No. 30 of 2009**

**L-12012/98/2008-IR(B-II) dated 13.05.2009**

**BETWEEN**

**Shri Jagan Prasad Agarwal**

**S/o Shri Jagdish Prasad, 232- Patharpura,**

**Vrindaban, Mathura.**

**AND**

1. The Branch Manager, Union Bank of India, Anaj Mandi, Vrindaban Branch, Mathura.
2. The Asst. General Manager, Union Bank of India, H-1, 117/240, Regional Office, Pandu Nagar, Kanpur (U.P.)- 208001

**AWARD**

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India, Ministry of Labour in letter No. **L-12012/98/2008-IR(B-II) dated 13.05.2009.**

*“Whether the action of the management of Union Bank of India i.e. Assistant General Manager, Union Bank of India, Anaj Mandi, Vrindaban Branch Mathura in terminating Sri Jagan Prasad Agarwal (workman) from the services of Union Bank of India Anaj Mandi, Vrindaban Branch, Mathura with effect from 01.08.2004 is legal and justified. What relief the workman concerned is entitled to?”*

Briefly stated facts of the case as a whole as submitted by the claimant is that the claimant was appointed under the opposite party on 03.04.,2001 and in the year 2004 he was working as a permanent employee as IV class employee. It is stated that when he went to attend his duties on 01.08.04, the employer has refused to take him on service without assigning any reason or rhyme. It is stated that he has requested to let him know about his wrongs but the management didn't listen to him at all. It is stated that that the removal of the services of the workman with effect from 01.08.04 was arbitrary and illegal and was in violation of the provisions of U.P Industrial Disputes Act, 1947. At the time of retrenchment of the claimant the opposite party had not followed the prescribed procedure laid down for retrenchment of an industrial employee, Accordingly it has been prayed by the claimant that he is entitled to be reinstated in the services of the opposite party with all consequential benefits.

The opposite party has filed its written statement against the claim of the claimant workman alleging that the reference order made by the appropriate Government is bad in law as it has not been made after applying its full mind. It is stated that there is no cause of action on facts or on law as were applicable at the relevant time. It is stated that there is no valid espousal of cause of action relating to the workman by the union, therefore, reference is not maintainable.

It is submitted that the present matter is not an industrial dispute within the provisions of section 2(k) of the Act. The claim petition is bad in law for mis-joinder of the parties to the matter, therefore, this tribunal has no jurisdiction to decide the matter.

It is stated by the opposite party that there never existed any relation of master and servant or employer and employee between the opposite party and the claimant and therefore, the reference before this Tribunal is not maintainable. It is stated that the opposite party is a Public Sector Organization and is governed by the rules and regulations as set up by Central Government regarding matters of recruitment of employees and officers. It is not possible for the management while making recruitment to deviate from the policy of the Government of India while making recruitment of staff and officers. The opposite party has a prescribed recruitment procedure for recruitment of staff and officer in the bank but the concerned petitioner had never undergone through such procedure, hence his claim before this Tribunal for seeking relief as claimed by him is not legally tenable. It is pleaded that the concerned petitioner was never appointed by the bank as claimed by him at any point of time. It is stated that the claimant had offered on 03.04.2001, that he is owner of a generator and is in position to provide the same for the use of the bank on rental basis. It is stated that his above said offer was accepted and he was directed to facilitate the generator facility to the branch and the charges were credited by the bank to his savings bank account no. S-01765, normally. It is stated that the generator facilities as was provided by the claimant was not up to the mark, therefore, the generator facilities hired from the claimant were ceased and his entire claims were settled in full satisfaction. As the claimant was a facilitator of providing generator facility to the bank therefore, under such circumstances question of relationship of employer and employee does not arise in the facts and circumstances of the case.

The main point for consideration is:

Whether there was employer employee relationship between the O.P. bank and the claimant petitioner (Shri Jagan Prasad Agarwal). Claimant petitioner has claimed that he was given regular appointment and engagement as Class IV employee by the O.P. bank in its branch at Anaj Mandi, Vrindavan, Mathura w.e.f. 03.04.2001 and he was doing his duties regularly. It is further claimed that on 01.08.2004 his service was terminated by the O.P. bank without assigning any reason in gross violation of the law and with flagrant refutation of the provision of the industrial disputes act. Though, the claimant workman claims that he was employee of the O.P. bank in course of the cross-examination he has admitted that in his statement of claim he has averred that on 03.04.2001 he was absorbed as casual labour in Anaj Mandi Branch, Vrindavan, Mathura of the O.P. bank. With this admission of the claimant workman his claim for regularization is somehow shattered. Under normal circumstances a casual worker is not legally entitled for absorption in regular vacancy. To add to this the claimant workman has further admitted in course of cross-examination that he was not aware of any advertisement issued by the O.P. bank before 03.04.2001 for engagement of casual labour. Claimant workman has further admitted that his name was not sponsored by any employment exchange and that no letter of appointment had been received by him. These statements in course of cross-examination by the claimant workman do create unshakeable cloud of doubt over truthfulness and genuineness of his claim that he was absorbed by the O.P. bank as its employee. It is matter of common knowledge that all Public Sector Banks do have their rigid rules of recruitment of all personnel engaged by them and deviation from those rules is not permissible in law.

The statement of the claimant in course of cross-examination that his attendance was not recorded in any register further, weakens his claim for regularization on the employment of the O.P.. Had he been engaged by the O.P. bank as its regular employee his attendance would have been reckoned in regular manner in a register. The O.P. bank has taken the stand that he was provider of Gen set service and occasionally during absence of regular employee Bhagwan Das services of claimant were taken. Such stand of the O.P. bank cannot be termed as absurd or fanciful as the work in a Public Sector Bank cannot be stalled for absence of any Class-IV employee for whatever reason. Under necessity of circumstances by way of prudence the O.P. management could have taken the services of the claimant workman but the same cannot be equated to giving any status of regularly appointed casual worker on the claimant workman. In other words, with such casual engagement the claimant workman cannot be legally conferred the rights flowing out of section 25-B or section 25-F of the Industrial Disputes Act, 1947. At this point, it is pertinent to state that even when termination is illegal the claimant workman is not legally entitled to regularization on any permanent vacancy under the O.P. management and at best such a workman may be entitled to get compensation.

At Para 3 of his examination in chief claimant workman Jagan Prasad Agarwal has made candid declaration on oath that on 03.04.2001 he was engaged as daily wager on a wage of Rupees Thirty per day and on 01.01.2004 his daily wage was enhanced to Rupees Forty per day. He has stated that he was being paid Rupees Fifteen and Rupees Twenty per day for providing drinking water to the staff employed in that branch.

The above referred statements made by claimant workman clearly prove that he was engaged as daily wager.

In view of the spirit of the case law Management Hindustan Machine Tools Ltd. Vs. Ghanshyam Sharma pronounced by the Hon'ble Supreme Court of India in CA No. 856/2012 reported in 2018 LLR 1285 the claimant workman being casual worker is not entitled for reinstatement. A daily wager is not legally entitled for regularization by the employer ( Deputy Executive Engineer Vs. Kuberbhai Kanjibhai C.A.J.C.A. No. 5810/2009 by the Hon'ble Supreme Court of India reported in 2019 LLR 277).

During argument it was submitted by the claimant workman that Hon'ble High Court of Allahabad in order dated 08.05.2013 in W.P. No. 25455/2013 staying the award dated 17.04.2012 in ID No. 30 of 2009 recognized the relationship of employer-employee between the O.P. bank and the claimant petitioner. Such submission of the

claimant petitioner is untenable as the order dated 08.05.2013 passed by the Hon'ble Allahabad High Court, while disposing the application under section 17-B of the Industrial Disputes Act, 1947 cannot be construed as conferring the status of employee of the O.P. bank.

In course of argument it was submitted by the claimant workman that the O.P. side has admitted that the Gen set of Amit Kashyap has been in use by the O.P. bank and that it is faintly suggested that Amit Kashyap is on employment in O.P. bank. This submission appears to be irrelevant and unimportant as no presumption from the above stated submissions can be derived that the claimant workman was actually engaged as regular workman by O.P. in any regular post.

Though a Civil Suit 168 of 2005 was instituted by the claimant workman in the Court of Civil Judge Senior Division, Mathura, it appears that the same was dismissed as withdrawn. Since it is well admitted by the claimant workman that he was engaged as daily wager his termination by the O.P. bank cannot be held to be illegal.

Since the claimant workman was being paid by the O.P. bank on a petition under section 17-B of the Industrial Disputes Act, 1947 no further compensation can be reasonably paid to the claimant.

In view of the foregoing discussions the reference is answered against the claimant workman and in favour of the O.P. bank.

Parties are left to bear their respective costs.

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 20 जुलाई, 2023

**का.आ. 1229.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (1440/2004) प्रकाशित करती है।

[सं. एल-41012/15/2004-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 20th July, 2023

**S.O. 1229.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.1440/2004) of the Cent.Govt.Indus. Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L-41012/15/2004- IR(B-I)]

SALONI, Dy. Director

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present - Sunil Kumar Singh-I,

Presiding Officer, CGIT-cum-Labour Court,

Ahmedabad,

Date: 05<sup>th</sup> July, 2023

**Reference (CGITA) No. : 1440/2004**

1. The Divisional Signal Telecom Engineer,  
Western Railway,  
Valsad (Gujarat)
2. The Divisional Railway Manager,

Western Railway,

Pratapnagar,

Baroda – 390004

First Party / Employer

V

The Divisional Secretary,

Paschim Railway Karamchari Parishad,

Shastri Pole, Kothi,

Baroda - 390001

(for the workman Shri Varhan (Barhan) Prasad S.)

.....Second Party / Union / Workman

Advocate for the First Party / Employer

: Shri Yogi K. Gadhia

Representative for Second Party/Union/Workman

: Shri Chintan Gohel

### AWARD

The Government of India / Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/15/2004-IR(B-I) dated 30.07.2004 referred the dispute for adjudication to the Industrial Tribunal, Baroda in respect of the matter specified in the Schedule. The dispute was later received in Central Government Industrial Tribunal cum Labour Court, Ahmedabad after its creation at Ahmedabad in the year 2004.

### SCHEDULE

“Whether the action of the management of The Divisional Signal Telecom Engineer, Western Railway, Valsad in removing from the services of Shri Varhan Prasad S., (Barhan Prasad S. as per documents) Khalasi w.e.f. 22.08.2001 (correct date is 19.03.1993), is legal, proper and justified? If not, to what relief the concerned workman is entitled to and from which date?”

1. At the very outset, it is worth mentioning that the second party / workman approached Hon'ble Central Administrative Tribunal, Ahmedabad vide O.A. No.276/2004 with M.A. No. 666/2004, for seeking reinstatement with back wages against the order of removal of his services showing cause of action on the basis of employer's communication receipt dated 08.01.2004 whereas the removal order is of 19.03.1993 with the averment that he was acquitted u/s 323 / 504 / 506 IPC vide order dated 17.04.2002 passed by Judicial Magistrate, Railway Court, Surat in Criminal Case No. 4430/1992. Hon'ble CAT, Ahmedabad disposed of the matter vide order dated 04.08.2005 as withdrawn as requested by applicant / workman.

2. The second party / workman submitted his statement of claim at Ex. 6 in Gujarati language with English translation at Ex. 18, stating therein that he was working as Khalasi with the first party / employer. He submitted an application on 07.08.1991 for grant of leave from 07.08.1991 to 12.08.1991 on the ground of delivery of his wife. His leave was not granted despite submitting fresh applications for grant of leave from 08.08.1991 to 13.08.1991 and further from 09.08.1991 to 10.08.1991. He went to the office of his Superior Officer Shri Shyamprasad Prajapati (S. S. Prajapati) for leave but the officer lost his temper and insulted him despite his requests. The Superior Officer filed criminal complaint against him on 11.11.1992. Departmental enquiry was also started. He was suspended and was ultimately removed w.e.f. 19.03.1993. The workman has further stated that he also filed civil suit no. 76/1993 at Valsad Court requesting for granting stay against the departmental enquiry, which was dismissed by the District Judge. In criminal case no. 4430/1992 initiated by Mr. Prajapati (Signal Inspector) before the Court of Judicial Magistrate, Railway, Surat, he was acquitted vide court's order dated 17.04.2002. The second party / workman has further averred that he has no source of income. He had good service record and further averred that he submitted an application to the President of India on 27.01.1998 through his association. He also represented before DRM (E), Mumbai Division, Mumbai on 03.07.2002 but for no avail. He has prayed to allow his prayer with cost and to set aside the order of removal dated 19.03.1993, reinstating him with full back wages and all consequential benefits.

3. The first party / employer has submitted written statement at Ex. 11 and refuted the averment of statement of claim. The employer has stated that the second party / workman was removed from the service w.e.f. 19.03.1993 for committing misconduct with superior officer after following due procedure i.e. after departmental enquiry as per DAR Rules, 1968. It has been further pleaded that the second party / workman was working as Khalasi under Chief Signal Inspector, Valsad. He submitted applications on 09.08.1991 & 10.08.1991 for one day LAP leave due to urgent work. He went to the residence of his superior officer Shri S. S. Prajapati (Signal Inspector), on 10.08.1991 at 19:00 hours without any valid reason with a pari (Iron Rod) and attacked his superior officer Shri S. S. Prajapati, who lodged a criminal complaint against the workman before the Railway Police. The workman was suspended on 12.08.1991 and his suspension was revoked on 28.09.1991. DAR proceedings were initiated against the workman vide SF/5 dated

22.09.1991, wherein he has submitted his reply with 7 witnesses in his defence. The Enquiry Officer Shri C. Shivaji, CSI / DRD submitted his findings before the Disciplinary Authority. The said findings were also supplied to the second party / workman, who submitted his representation against the findings. After perusing the DAR proceedings, findings and representation of second party, the Disciplinary Authority had passed the speaking order to remove the second party from service. The appeal filed by the second party before Appellate Authority, DSTE (II) on 13.08.1993 was also rejected with a speaking order on 24.12.1993. The revision application filed by the second party before Revisional Authority, Sr. DSTE (N), BCT on 31.03.1994 against the order of appellate authority, was also rejected with a speaking order. The workman was afforded sufficient opportunities of hearing and there was no violation of natural justice. It is further averred that the claim is belated and barred by the principle of resjudicata. Prayed to reject the reference with costs.

4. The second party / workman has filed additional pleadings at Ex. 17 titled as rejoinder against the written statement and reiterated the averments made in his statement of claim.

5. The second party / workman has filed documentary evidence detailed as under:

Sl. No.	Name / Details of the document	Date of Document	Serial of Document	Type / Remarks
1	Copy of order passed by Hon'ble CAT, Ahmedabad	04.08.2005	Not mentioned	True Copy
2	O.A. filed by Shri Barhan Prasad Shyamal Das before Hon'ble Central Administrative Tribunal, Ahmedabad	April 2004	Not mentioned	Xerox
3	Letter from ADRM (O), BCT, Western Railway to Shri Barhan Prasad S.	08.01.2004	Not mentioned	Xerox
4	Failure Report of ALC (C), Baroda	29.12.2003	Not mentioned	Xerox
5	Speaking Order from ADRM (O), BCT	Illegible	Not mentioned	Xerox
6	Representation from Shri Barhan Prasad S. through the General Secretary, Bhartiya Railway Karamchari Sangh, Delhi to The Divisional Railway Manager, Western Railway, Mumbai Division, Mumbai	25.10.2002	Not mentioned	Xerox
7	Application from Shri Barhan Prasad S. To The D. R. M. (E), Mumbai Division, Mumbai	03.07.2002	Not mentioned	Xerox
8	Mercy – petition from Shri Barhan Prasad S. through All India Scheduled Castes & Scheduled Tribes Railway Employee's Association, Bombay to The President of India, New Delhi	27.01.1998	Not mentioned	Xerox
9	Mercy – petition from Shri Barhan Prasad S. To the President of India, New Delhi	Illegible	Not mentioned	Xerox
10	Statement showing analysis of charges framed by Western Railway	28.01.1998	Not mentioned	Xerox
11	Order passed by the Court of Judicial Magistrate, Railway, Surat in Criminal Case No. 4430/92 (English copy)	17.04.2002	Not mentioned	Xerox
12	Order of removal from service of Shri Barhan Prasad S.	19.03.1993	Not mentioned	Xerox
13	Copy of interim application filed in Civil Suit No. 76/1993 by Shri Barhan Prasad S. Before the Court of Civil Judge (Sr. Division), Valsad	24.06.1993	Not mentioned	Xerox
14	Application for ad-interim injunction along with order passed by Civil Judge (Sr. Division), Valsad	08.04.1993 & 17.07.1993	Not mentioned	Xerox
15	Letter from DPO-BCT, for DRM (E) BCT to Shri Barhan Prasad S.	02.08.2002	Not mentioned	Xerox
16	Reply of Shri Barhan Prasad S. to the DRM (E) Office, Mumbai Central	12.08.2002	Not mentioned	Xerox
17	Application from Shri Barhan Prasad S. To The D. R. M. (E), Mumbai Division, Mumbai	03.07.2002	Not mentioned	Xerox (Replica)
18	Medical Voucher of Smt. Umadevi, wife of Shri Barhan Prasad S.	28.06.1991	Not mentioned	Xerox
19	Three vouchers of Navbhavan Medical Stores, Valsad	10.08.1991, 18.08.1991 & illegible	Not mentioned	Xerox
20	Birth Certificate of daughter of Shri Barhan Prasad S.	Illegible	Not mentioned	Xerox
21	Leave applications submitted by Shri Barhan Prasad S. to the Department	07.08.1991, 08.08.1991 &	Not mentioned	Xerox

		09.08.1991		
22	Order passed by Judicial Magistrate, Railway, Surat in Criminal Case No. 4430/92 in Gujarati language	17.04.2002	Not mentioned	Xerox

6. The second party / workman has deposed himself at Ex. 15 in his oral evidence.

7. The first party / employer has filed documentary evidence detailed as under:

Sl. No.	Name / Details of the document	Date of Document	Serial of Document	Type / Remarks
1	The Railway Services (Conduct) Rules, 1968 Rules 3 (i) (ii) (iii) emphasised	Not mentioned	Ex. 33 M-33/1	Xerox
2	Charge sheet issued by the Department to the second party workman	22.06.1991	Ex. 33 M-33/2	Xerox
3	Findings of Enquiry Officer	Not mentioned	Ex. 33 M-33/3	Xerox
4	Order passed by Disciplinary Authority	19.03.1993	Ex. 33 M-33/4	Xerox
5	Order passed by Appellate Authority	24.12.1993	Ex. 33 M-33/5	Xerox
6	Order passed by Revisional Authority	08.11.1994	Ex. 33 M-33/6	Xerox

8. The first party / employer has examined Shri Ashok Kumar, A.D.S.T.E., at Ex. 29 in oral evidence.

9. I have perused the records and heard Ld. Counsel for first party / employer Shri Yogi K. Gadhia in addition to his written arguments at Ex. 38 as well as Shri Chintan Gohel, advocate for the second party / workman in addition to his written arguments at Ex. 37.

10. The main point for the consideration under reference is as to whether the action of the management of The Divisional Signal Telecom Engineer, Western Railway, Valsad in removing Shri Varhan (Barhan) Prasad S., Khalasi from service w.e.f. 22.08.2001 (correct date – 19.03.1993) is legal, proper and justified? If yes, the effect thereof?

11. Ld. Counsel for the second party / workman has argued in accordance with statement of claim at Ex. 6 and his written submissions at Ex. 37 and emphasized that the departmental enquiry has been conducted in gross violation of the principles of natural justice. The enquiry be declared as illegal and has referred D. K. Yadav V J.M.A. Industries Ltd., 1993 SCR (3) 930 (SC), Nar Singh Pal V Union of India & ors., <http://JUDIS.NIC.IN>, D.O.J. – 28.03.2000 (SC) and Deepali Gundu Surwase V Kranti Junior Adhyapak Mahavidyalaya (D.Ed.) & ors., Civil Appeal No. 6767 of 2013, D.O.J. – 12.08.2013 (SC) in support of his arguments.

12. Ld. Counsel for the first party / employer has drawn the attention of the Tribunal towards the reference made by the Central Government. According to the reference, this Tribunal is required to answer in respect of legality, propriety and justifiability of the employer's order dated 22.08.2001 in respect of the removal of the services of workman. It is further emphasized that the actual date of removal is 19.03.1993, hence, this Tribunal has to examine in light of the order dated 22.08.2001 mentioned in the reference, which does not, infact exist. It is further argued that a full fledged departmental enquiry was conducted and the workman was afforded sufficient opportunities of hearing. Ld. Counsel has referred Oshiar Prasad & ors. V Employer in relation to Management of Sudamdih Coal Washery of M/s BCCL, Dhanbad, Jharkhand, 2015 I CLR 902 (SC) and Kaushik J. Gandhi V Sandesh Ltd. & anr., 2004 LLR 471 (Guj) in support of his arguments.

13. It is pertinent to mention that the first party / employer has pleaded in his written statement at Ex. 11 that the case is barred by the principle of resjudicata as Hon'ble CAT has earlier dismissed the case of the workman on the similar facts. However nothing has been argued as to how the order dated 04.08.2005 passed by Hon'ble CAT, Ahmedabad Bench, be resjudicata as the order is simply an order being withdrawn at the request of the workman. Nothing was finally heard and decided on merit. Hence, the reference is not barred by the principle of resjudicata. This apart, according to the pleadings of the employer, delay alone can not be made the basis for dismissal of this case.

14. At the very outset, it is worth mentioning that in the reference dated 30.07.2004, the date of removal from service in respect of the present workman is mentioned as 22.08.2001. In his statement of claim, the workman has ambiguously and negligently mentioned different dates i.e. 19.03.1993, 13.08.2001, 13.09.1993 etc. However, it is an admitted fact that the actual date of removal of the workman from service is 19.03.1993.

15. In Oshiar Prasad (supra), Hon'ble Apex Court held – It is well settled that jurisdiction of Tribunal in industrial disputes is limited to the points specifically referred for its adjudication and to matters incidental thereto and the Tribunal can not go beyond the terms of reference made to it. As per the facts of this referred case, the terms of reference was to test the propriety and justification of respondent's / employer's decision to close down the business. However, the reference was decided in respect of the fact of the closure of its business by the respondent / employer. In Kaushik J. Gandhi (supra), Hon'ble Gujarat High Court also held that an industrial adjudicator can not travel

beyond the terms of reference. In this case, the reference was in respect of oral termination dated 11.06.1981, whereas the workman alleged before the Labour Court that his services were terminated after enquiry on 06.10.1981 which was not the terms of reference and Hon'ble High Court restricted the adjudication to the terms of reference i.e. only to the extent of oral termination dated 11.06.1981. In the present case, the facts in respect of removal of the workman are same as specified in the pleadings of both the parties in respect of the date of single removal as on 19.03.1993. The facts of the present case are squarely distinct than the facts of above referred both the cases. The mention of wrong date in the present reference seems to be a clerical / typographical error and in view of the nature of proceedings, deserves to be ignored.

16. In respect of the observance of the principles of natural justice, the workman in his examination-in-chief, just repeated the contents of his statement of claim. However, in his cross-examination, he has stated that on the basis of report of Mr. S. S. Prajapati, Signal Inspector, departmental enquiry against the workman was conducted. He has further stated that it was reported by Shri S. S. Prajapati that the workman assaulted Shri S. S. Prajapati for not sanctioning his leave. He, though, shows his ignorance in respect of charge sheet's receipt on 22.08.1991 but clearly stated that Shri 'illegible' (Shri C. Shivaji as per written statement) was appointed as the Enquiry Officer and presented his reply against the charge sheet before him. He has further admitted that the witnesses were examined in the enquiry proceedings in his presence and his representative of Labour Union Mr. Acharya defended his case before the Enquiry Officer who also cross-examined the witnesses on his behalf during the enquiry proceedings. He has further admitted that he received the copy of enquiry report. He has further admitted that he also filed the departmental appeal against the order of removal and his departmental appeal was dismissed. He has further stated that he also filed a civil case against the departmental enquiry proceedings, which was dismissed. The entire statement of the workman in his cross-examination shows that he was afforded sufficient opportunities of hearing during the enquiry proceedings to defend his case through Labour Union's representative and he himself remained present during the entire proceedings of the departmental enquiry. This statement of the workman is in consonance of the documentary evidence filed by the employer from Ex. 33 i.e. charge sheet at Ex. 33/2, enquiry findings at Ex. 33/3, order of removal at Ex. 33/4, order of appellate authority at Ex. 5 and order of revisional authority at Ex. 33/6. The aforesaid admission of the workman and the employer's un rebutted documentary evidence is sufficient to show that the principles of natural justice were fully observed during the entire enquiry proceedings.

17. A brief examination of case law referred by the workman shows that in D. K. Yadav (supra), no domestic enquiry was conducted, in Narsinh Pal (supra), no departmental enquiry was conducted and the workman was terminated on the basis of preliminary enquiry. In Deepali Gundu Surwase (supra), termination was based on exparte enquiry in violation of principles of natural justice, whereas in the present case, as held above, a full fledged departmental enquiry has been conducted after affording sufficient opportunities of hearing to the workman in accordance with the principles of natural justice. The facts of above referred case laws, being different from the facts of the present case, the workman gets no benefit.

18. Ld. Counsel for the second party / workman has further argued that a criminal complaint was also registered against the workman on 11.11.1992 in respect of the same allegations as were made in the departmental enquiry. The workman was acquitted by the Judicial Magistrate, Railway, Valsad in criminal case no. 4430/1992 on 17.04.2002. Ignoring the acquittal of the workman in the criminal case, he has been illegally removed on the basis of departmental enquiry and referred G. M. Tank V State of Gujarat & anr., judgement dated 10.05.2006 passed in Appeal (Civil) 2582/2006 (SC) D.O.J. – 10.05.2006 (SC), in support of his arguments.

19. Ld. Counsel for the first party / employer has argued that the standard of proof required in the departmental proceedings is mere preponderance of probabilities. The acquittal of the workman in the said criminal case is based on the benefit of doubt due to non-examination of prosecution witnesses for the no fault of department. It has further been argued that the workman can legally be removed on the basis of the outcome of the departmental enquiry in which workman participated wholly. He has referred Maharashtra State Road Transport Corporation V Dilip Uttam Jaybhay, 2022 I CLR 713 (SC) and Jagdishbhai Kishorbhai Parmar V President, 2019 III CLR 900 (Guj) in support of his arguments.

20. It is well established principle of law that the degree of proof required in a criminal case is 'beyond reasonable doubt' and the degree of proof required in the departmental enquiry is at par with the civil case i.e. 'preponderance of probability'. In G. M. Tank (supra) referred by the second party / workman relates to a case where the acquittal of the workman was stated to be honourable and not on the basis of benefit of doubt and the enquiry findings in that case were also stated to be substantially in favour of the workman. The judicial pronouncement in that case was made after a regular trial and was hotly contested, whereas, in the present case, vide photocopy of judgement dated 17.04.2002 pronounced by the Court of Judicial Magistrate, Railway, Surat, the workman / accused was acquitted u/s 323, 504, 506 (2) IPC in criminal case no. 4430/1992, wherein panch witnesses are shown to have gone hostile and the attendance of remaining witnesses could not be procured except that of the complainant.

21. In the present case, the workman, in his cross-examination has admitted that on 10.08.1991, he had gone to the house of Signal Inspector Shri S. S. Prajapati for the purpose of sanction of leave. According to him, immediately after the incident, Shri Prajapati reported the said misconduct of the workman to the superior authorities. The workman has been afforded sufficient opportunities of hearing both through his personal attendance and through his

Labour Union's representative Mr. Acharya, during the entire proceedings of departmental enquiry. The entire departmental proceedings having been conducted and concluded in accordance with the principles of natural justice, hence, legal. According to the facts of G. M. Tank (supra) - That case was related to anti-corruption law and was hotly contested in the criminal court, whereas the outcome of the criminal case of the present workman is either due to the hostility of the witnesses or non examination of many prosecution witnesses. Hence the facts of the present case are easily distinguishable and the workman is not entitled for any benefit.

22. In Maharashtra State Road Transport Corporation V Dilip Uttam Jaybhay, 2022 I CLR 713 (SC), Hon'ble Supreme Court has held as under.

"....The criminal court acquitted the respondent because the prosecution has failed to prove the case against the respondent beyond reasonable doubt. On the contrary in the departmental proceedings, the misconduct of driving the vehicle rashly and negligently which caused the accident and due to which, four persons died, has been established and proved. ....Acquittal in a criminal trial has no bearing or relevance on the disciplinary proceedings as the standard of proof in both the cases is different and the proceedings operate in different fields and with different objectives. ....The Industrial Court has erred in giving much stress on the acquittal of the Respondent by the Criminal Court....".

In view of the law laid down by Hon'ble Supreme Court in MSRTC (supra), in the present case, the departmental enquiry has been found in consonance with the principles of natural justice and the outcome is based on the well established legal principle in respect of standard proof as preponderance of probabilities.

23. In view of aforesaid discussion, the factum of workman Shri Varhan (Barhan) Prasad S., Khalasi, going to the house of his senior Shri S. S. Prajapati, Signal Inspector, on 10.08.1991 in the evening at 07:00 PM and having entered into an altercation and indulging in insubordination with him for the reason only of non sanction of leave, is unbecoming behaviour of the workman as government servant. The workman has admittedly participated throughout the departmental enquiry proceedings along with his Labour Union's representative Mr. Acharya. The departmental enquiry has been found to be in consonance with the cordial principles of natural justice and legal. Every government servant is expected to maintain absolute integrity, discipline and devotion to duty. The assault by the workman on his superior officer Shri S. S. Prajapati by a iron road, is a serious misconduct, hence, the punishment of removal from service is proportionate to the degree of misconduct. This Tribunal does not deem it just and proper to interfere to any extent in the quantum of punishment awarded to the workman. The reference is accordingly answered in a manner that the removal of the services of the workman Shri Varhan Prasad S., Khalasi, (Barhan Prasad S. as per documents submitted by both the parties) by the employer / DSTE, Western Railway, Valsad is legal, proper and justified. The workman is not entitled for any relief. It is made clear that the date of removal from services mentioned in the reference as '22.08.2001' be read as '19.03.1993'.

24. The award is passed accordingly.

Let two copies of the Award be sent to the appropriate Government for the needful and for publication.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 25 जुलाई, 2023

**का.आ. 1230.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डी. डी.एंटरप्राइज जियोलाजिकल सर्वे ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता, पंचाट (रिफरेन्स न.-32/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.07.2023 को प्राप्त हुआ था।

[सं. एल-29012/50/2013-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 25th July, 2023

**S.O. 1230.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 32/2014) of the Central Government Industrial Tribunal cum Labour Court, Kolkata as shown in the Annexure, in the Industrial dispute between the employers in relation to D.D. Enterprise Geological Survey of India and Their Workmen which was received along with soft copy of the award by the Central Government on 25.07.2023.

[No. L-29012/50/2013-IR(M)]

D.K.HIMANSHU, Under Secy.



## ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA****Present: Justice K. D. Bhutia, Presiding Officer.****REF. NO.32 OF 2014****Parties:** Employers in relation to the management of**M/s D. D. Enterprise****AND****Their Workmen****Appearance :**On behalf of Management, **D.D. Enterprise** : Mr. C.N. Mondal, Adv.**Geological Survey of India, Eastern Region.** : Absent

On behalf of the Workmen : Absent

Dated 05<sup>th</sup> June, 2023**AWARD**

The workman is found absent when the matter is called. Record shows the workman who has espoused the present dispute has stopped pursuing the dispute since 17.04.2016.

The Principal Employer, Geological Survey of India, which has been added as a party vide order dated 17.04.2016 and which had put appearance through its lawyer on 22.01.2019 too is found absent today.

The Contractor Employer M/s. D.D. Enterprise is only present through its Ld. Counsel.

Record shows the workman who had filed statement of claim and rejoinder against the W/S filed by the Contractor Employer has stopped appearing before this Tribunal after Principal Employer has been made party to this Reference.

Be that as it may, the Central Govt., Ministry of Labour by order No. L-29012/50/2013-IR(M) dated 01.04.2014 has referred the following issue for adjudication by this Tribunal:-

“ Whether the action of the Management of M/s. D.D. Enterprise, a contractor of Geological Survey of India, Eastern Region (Operation), West Bengal Circle, Kolkata, in terminating the services of Smt. Swati Maity w.e.f. 01.08.2012 without complying to provision as laid down under 25(F) of the I.D. Act is legal and or justified? If not, to what relief the workman concerned is entitled to?”.

It is true, there is claim statement filed by workman and W/S filed by the contractor employer in the record, but there is neither oral evidence nor documentary evidence adduced by the parties to substantiate the contents made in claim statement and written statement,

Therefore, this Tribunal is unable to adjudicate the issue under reference mere an uncorroborated pleading of the parties. Moreso, the workman seems to have abandoned her case.

In view of the above, ‘No Dispute’ Award is passed. Accordingly, Ref. 32 of 2014 is dispose of.

Justice K.D. BHUTIA, Presiding Officer

नई दिल्ली, 25 जुलाई, 2023

**का.आ. 1231.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड, कोलकाता के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता, पंचाट (रिफरेन्स न.-19/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.07.2023 को प्राप्त हुआ था।

[सं. एल-30011/06/2022-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 25th July, 2023

**S.O. 1231.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 19/2022) of the Central Government Industrial Tribunal cum Labour Court, Kolkata as shown in the Annexure, in the Industrial dispute between the employers in relation to Bharat Petroleum Corporation Limited, Kolkata and Their Workmen which was received along with soft copy of the award by the Central Government on 25.07.2023.

[No. L-30011/06/2022-IR(M)]

D. K. HIMANSHU, Under Secy.

**ANNEXURE**

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA**

**Present: Justice K. D. Bhutia, Presiding Officer.**

**REF. NO.19 OF 2022**

**Parties:** Employers in relation to the management of

**BHARAT PETROLEUM CORPORATION LIMITED, KOLKATA**

**AND**

**Their Workmen**

Appearance :

On behalf of Management, **BPCL, KOLKATA** : Mr. K. Shah, Adv.

On behalf of the Workmen / Union : None

**Dated 22<sup>nd</sup> June, 2023**

**AWARD**

The Union which has espoused the dispute is found absent when the matter is called. None appears on behalf of the Union.

The Management is represented by its Ld. Counsel.

The withdrawal application filed by Union on 24.04.2023 is taken up for consideration. In the said application, the Union has contended that Management and Union have entered into a settlement on 28.03.2023 in respect of wages and other matter. In view of clause 3(b) of the settlement agreement, the Union is to withdraw all cases pending before any Court of Law/conciliation and as such it wanted to withdraw the present dispute.

None appears to move such withdrawal application, perhaps in view of settlement between the union and Management dated 28.03.2023.

Be that as it may, by order No. L-30011/06/2022-IR(M) dated 03.03.2022 the Central Govt., Ministry of Labour has referred the following dispute to this Tribunal for adjudication.

“ Whether the action of the Principal Employer (BPCL) is justified in not paying the Dearness Allowance to workmen for the frozen period with effect from 01.01.21 to 30.06.2021 posted at New Jalpaiguri and Raiganj LPG Bottling Plant, is legal and or justified? If not, what relief the workers are entitled to?”.

Since all the wage matter and other matter between Union and Management appears to have been settled by executing an agreement to that effect on 28.03.2023, this Tribunal holds the Union has no grievance against the Management and it no more wants to pursue the dispute regarding non-payment of Dearness Allowance to the employee of two bottling plant at Jalpaiguri and Raiganj for the period from 01.01.2021 to 30.06.2021 and it no longer seek any relief against the Management.

Accordingly, no dispute award is passed and reference case No. 19 of 2022 is disposed of.

Justice K. D. BHUTIA, Presiding Officer

नई दिल्ली, 25 जुलाई, 2023

**का.आ. 1232.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता, पंचाट (रिफरेन्स नं.-05/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.07.2023 को प्राप्त हुआ था।

[सं. एल-30011/28/2016-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 25th July, 2023

**S.O. 1232.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 05/2017) of the Central Government Industrial Tribunal cum Labour Court, Kolkata as shown in the Annexure, in the Industrial dispute between the employers in relation to Bharat Petroleum Corporation Limited and Their Workmen which was received along with soft copy of the award by the Central Government on 25.07.2023.

[No. L-30011/28/2016-IR(M)]

D.K.HIMANSHU, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

**Present: Justice K. D. Bhutia, Presiding Officer.**

**REF. NO.05 OF 2017**

**Parties:** Employers in relation to the management of  
**Bharat Petroleum Corporation Limited**  
**AND**  
**Their Workmen**

Appearance :

On behalf of Management : Mr. J. Mondal, Advocate

On behalf of the Workmen : None

Dated 5<sup>th</sup> January, 2023

#### **AWARD**

Today too the Union fails to appear.

The management against whom the present proceeding is proceeded ex parte has filed a recall petition, written statement and a receipt showing deposit of the cost of Rs.1000/- let the same be taken on record.

The continuous absent of the Union and its reluctance to proceed further with the case by examining the witness whose evidence on affidavit it has filed on 30.06.2019. Its non appearance even after due service of notice of appearance give rise to presumption that it is no more willing to pursue with the case / dispute which it has raised before the Govt. of India, Ministry of Labour who turn in exercise of power conferred by Sec. 10(1)(d) & (2A) of the I.D. Act, 1947 vide its office order No. L-30011/28/2016-IR(M) dated 25.11.2016 has referred the following dispute for adjudication to this Tribunal.

“ Whether the action of the management of M/s. BPCL, Balasore Depot discontinuing 2<sup>nd</sup> shift and introducing only single shift operation i.e. general shift w.e.f. 22.02.2016 based on the provision of Certified Standing Order by giving only 12 days notice to the workmen allegedly violating the provision of section 9A of Industrial Disputes Act, 1947 is legally tenable and justified? If not, what relief the workmen of the Union are entitled to?”

Since the Union who has espoused the above dispute has failed to pursue with the case, this Tribunal hold no longer there exists any dispute between the management and union on the issue referred to this Tribunal for adjudication.

Accordingly, no dispute award is passed and Reference case no. 05 of 2017 is disposed of.

Send copy of this Award to the Ministry of Labour for information and doing needful.

Justice K. D. BHUTIA, Presiding Officer

नई दिल्ली, 25 जुलाई, 2023

**का.आ. 1233.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता, पंचाट (रिफरेन्स न.-11/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.07.2023 को प्राप्त हुआ था।

[सं. एल-11011/12/2016-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 25th July, 2023

**S.O. 1233.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2017) of the Central Government Industrial Tribunal cum Labour Court, Kolkata as shown in the Annexure, in the Industrial dispute between the employers in relation to Airport Authority of India and Their Workmen which was received along with soft copy of the award by the Central Government on 25.07.2023.

[No. L-11011/12/2016-IR(M)]

D.K. HIMANSHU, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

**Present: Justice K. D. Bhutia, Presiding Officer.**

#### REF. NO.11 OF 2017

**Parties:** Employers in relation to the management of

**Airport Authority of India**

**AND**

**Their Workmen**

Appearance :

On behalf of Management : Mr. S.K. Karmakar, Advocate

On behalf of the Workmen : Mr. S. Mukherjee, Advocate

Dated 10<sup>th</sup> January, 2023

#### **AWARD**

The Union is represented by its learned Counsel.

The management is also represented by its learned Counsel. The management files two written objections against the Union's petitions dated 16.11.22 and petition dated 19.9.2019 along with a circular dated 15.03.2019.

Record shows today has been fixed for hearing the application dated 4.12.2019 filed by the Union and vide which the union has prayed for disposal of the present reference case in view of the order passed by the Hon'ble Supreme Court in SLP number 29550/2017 on 16.04.2019, whereby Hon'ble Supreme Court has been pleased to dismiss the above SLP and upheld the order passed by the Hon'ble High Court of Kerala in writ appeal number 1225/2017 on 20.07.17. The Hon'ble Division Bench of Kerala High Court has been pleased to allow medical allowance to both the husband and wife working in Airport Authority of India.

Record shows the Government of India, Ministry of labour, vide its letter number L – 11011/12/2016 – IRM dated 25/04/2017, has been pleased to refer the following issue for adjudication by this tribunal.

“Whether the action of the management of Airport Authority of India for declining medical allowance to both the husband and wife is legal and justified. If not, to what relief the workmen entitled to and to what extent?”

On perusal of the claim statement filed by the union, it is seen the union has challenged circular dated 8<sup>th</sup> July, 2014 issued by the management and which relates to claiming of the outpatient medical allowance by its employee. Para 3.2 of regulation 2003 was discussed and has expressed where both husband and wife are employees in AAI, the medical concession for the officials and dependents may be allowed according to his/her status and for

this purpose a joint a declaration to that effect as to who shall prefer the claim shall also be furnished. Hence, either husband or wife can avail the medical facility and not both. It has also been stated that husband and wife shall be considered as one unit for the purpose of claiming medical facilities. In case, if both husband and wife are AAI employees and both are claiming/drawing the OPD medical allowance, the same shall be stopped immediately. The medical allowance paid to one of the spouse may be recovered from the date of implementation of the OPD medical allowances i.e. January 2011.

Perused, the order passed by the Hon'ble High Court of Kerala in W.A. No.1225 of 2017 on 20.06.17 and which was affirmed by the Hon'ble Supreme Court by dismissing the SLP no.29550/2017 filed by the Management. In the said writ petition similar issues was under challenge i.e. clause 3 (2) of the Airport Authority of India (Employees Medical Attendance and Treatment) Regulation, 2003.

The honorable High Court of Kerala held "that medical reimbursement is an individual entitlement and by reason of matrimony parties cannot be put to disadvantage. A caveat would be necessary. Parties being entitled to independent claims there cannot be duplication of the claim, in the sense, the wife cannot claim her medical reimbursement from her account as her own independent claim and then for the same event, claim through her husbands account showing herself to be the dependent spouse. That would be duplication of claim and is impermissible. Thus circular to the extent to which it directs recovery of amount, when the same is claimed by both the spouses is bad to the extent and would apply only in case of duplication of claims and not otherwise. There cannot be discrimination or any arbitrary application of the provisions in relation to medical allowances/reimbursement putting persons to disadvantage merely by reason of marriage. No amount should be sought to be recovered unless they are beyond individual limits or there is duplicity of claim for reimbursement".

Learned Counsel for the Union submits that AAI has acted upon such order passed by the Hon'ble High Court of Kerala, by issuing letter dated 6th June 2019 and 17th June, 2019 considered the husband and wife working for AAI as separate individual and they were allowed to draw medical allowances till 31.03.2019. Thereby he prays the reference may be disposed of on the findings of the Hon'ble Division Bench of Kerala High Court in Airport Authority of India & others vs. Elizabeth Joseph.

On the other hand learned counsel appearing for the management submits no award can be passed on the basis of above discussed judgment of the Hon'ble High Court of Kerala as Medical Reimbursement policy of the company has been modified by issuing circulars dated 07.02.2019 and 15.03.2019. The said circular regulate the medical policy in respect of executive cadre and non-executive cadre of the company. Moreover, the circular of 2019 were not the subject matter of the judgment that was passed by the

Hon'ble High Court of Kerala. He has also annexed the copy of the circulars.

On such submission made by learned counsel for the management, learned counsel for the union submits that union wants to confine its claim till 31.03.2019 and not beyond that period as the circular under challenge stands replaced by new circulars issued by the Management in the year 2019.

In the present case the issue for adjudication is whether the action of AAI in denying medical allowances to both husband and wife is legal or not?

Such issue appears to have been finally decided by the Hon'ble High Court of Kerala in the judgment discussed above against the Management AAI and which was also upheld by the Hon'ble Supreme Court of India. Therefore, there is nothing left for this Tribunal to discuss further on the issue under reference and there is no impediment in disposing the present reference case, though management has vehemently raised objection and alleged the present case can cannot be disposed of merely on the finding of the Hon'ble High Court of Kerala as the issue involved in this reference need to be decided on the basis of evidence both oral and documentary.

I am not inclined to accept such submission made by the management as the subject matter under present reference and the issue that was decided by Hon'ble High Court Kerala in AAI & Ors. –Vs- Elizabeth Joseph are same and against the management.

Accordingly, the present reference case is disposed of and award is passed in view of the Hon'ble High Court of Kerala decision against the same Management AAI on the same subject matter. The circular dated 8th July, 2014 issued by the Management Airport Authority of India, treating both husband and wife employees of AAI as a single unit for the purpose of claiming medical facilities is hereby declared bad to the extent that there is no double claim for the single transaction/payment or for a same treatment

either that of husband or that of wife or for treatments of their eligible dependents till 31.03.2019.

The Reference Case no.11 of 2017 is disposed of but without any cost.

Send copy of this Award to the Ministry of Labour for doing needful.

Supply copy of the Award to the parties.

Justice K.D. BHUTIA, Presiding Officer

नई दिल्ली, 25 जुलाई, 2023

**का.आ. 1234.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड, कोलकाता के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता, पंचाट (रिफरेन्स न.-14/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.07.2023 को प्राप्त हुआ था।

[सं. एल-30011/44/2017-आईआर(एम)]

डी.के.हिमांशु, अवर सचिव

New Delhi, the 25th July, 2023

**S.O. 1234.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 14/2017) of the Central Government Industrial Tribunal cum Labour Court, Kolkata as shown in the Annexure, in the Industrial dispute between the employers in relation to Bharat Petroleum Corporation Limited, Kolkata and Their Workmen which was received along with soft copy of the award by the Central Government on 25.07.2023.

[No. L-30011/44/2017-IR(M)]

D.K. HIMANSHU, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present: Justice K. D. Bhutia, Presiding Officer.

#### REF. NO.14 OF 2017

**Parties:** Employers in relation to the management of

**B.P.C.L.**

**AND**

**Their Workmen**

Appearance :

On behalf of Management : Mr. J. Mondal, Advocate

On behalf of the Workmen : None

Dated 9<sup>th</sup> January, 2023

#### AWARD

The Central Government, Ministry of Labour vide its order number L – 30011/44/2017 –IR(M) dated 04.07.2017 and in exercise of powers conferred by section 10 (1)(d) and 2A of the ID Act, 1947, has referred the following dispute for adjudication by this tribunal.

“Whether the action of the management of Bharat Petroleum Corpn. Ltd. AFS, Dum Dum Kolkata in closing the operation of canteen facilities which was in operation for more than 25 years and in having cafeteria payments without including labour cost is justified? If not, what relief workmen are entitled to?”

The case of the Union who has raised the above dispute in brief is that the management having its Aviation Fuel Station at Dum Dum, Netaji Subhas Chandra Bose International Airport has put up a closure notice of Canteen on 27 September 2016, which was in operation for more than 25 years with effect from 1<sup>st</sup> October 2016.

It has been alleged by the Union, if the notice is given effect to, then those persons working in the canteen for more than 25 years will lose their job, without getting any retrenchment benefit. Those employees who are working at AFS, in three shifts will suffer as they have to make arrangement of food on their own.

The canteen being run on subsidy, the closure of the same would tantamount to change in service condition. The management wants to introduce cafeteria payments system and under which employees will have to bear the cost of beverage, snacks and as well of food, in order to earn profit out of such sales. Such practice of the management

attracted unfair labour practises as per schedule V of the ID Act. Therefore, it has prayed for restoration of canteen facilities to the workmen forthwith by setting aside the disputed notice of closure of canteen.

The management in its written statement has alleged that there is only 13 permanent workmen working at AFS Dum Dum. It never had workers more than 250 working in a day. In view of settlement with regard to wages and other matters signed on 09.01.2014, the management decided to have a cafeteria system canteen. So far AFS Dum Dum, was concerned it was agreed, a canteen would be run but who ever wants to have food from the canteen had to purchase at the rate that would be decided by the vendor operating the canteen.

Further, it was agreed that management would provide infrastructure and fuel for operating the canteen in the absence of statutory obligation to run the canteen. The canteen will be run by a committee and who would pay the workers of the canteen at the rate of minimum wages of that area. Later canteen committee faced financial constraints in running the canteen. Therefore, in view of mutual agreement it was decided between Management and Employees to close the canteen w.e.f. 01.10.2016. Accordingly disputed notice was issued.

It has also been contended that those person working in the canteen did not lose their job as they were redeployed in other suitable office job based on the availability. That there was no workmen beyond 250 working at AFS Kolkata in a particular day since its inception and as such there was/is no obligation to run a statutory canteen. Therefore, it has prayed for dismissal of the reference.

Unfortunately, the Union who has espoused the present dispute has stopped appearing after filing the claim statement and has failed to take any initiative to proceed further with the hearing of this case by adducing evidence both oral and documentary in support of its claim and contention.

Since the Union who has raised the dispute is not interested to pursue with the case and as such this Tribunal holds the Union has no grievance against the Management on the issue under reference.

As per record, the management was/is present all along to conduct the hearing.

Accordingly, no dispute award is passed.

Reference Case no.14 of 2017 is disposed of without any cost.

Send copy of this award to the ministry for doing needful. Supply copy of this award to the parties as per law.

Justice K. D. BHUTIA, Presiding Officer

नई दिल्ली, 25 जुलाई, 2023

**का.आ. 1235.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड, कोलकाता के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता, पंचाट (रिफरेन्स न.-15/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.07.2023 को प्राप्त हुआ था।

[सं. एल-30011/51/2017-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 25th July, 2023

**S.O. 1235.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/2019) of the Central Government Industrial Tribunal cum Labour Court, Kolkata as shown in the Annexure, in the Industrial dispute between the employers in relation to Bharat Petroleum Corporation Limited, Kolkata and Their Workmen which was received along with soft copy of the award by the Central Government on 25.07.2023.

[No. L-30011/51/2017-IR(M)]

D. K. HIMANSHU, Under Secy.

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA****Present: Justice K. D. Bhutia, Presiding Officer.****REF. NO.15 OF 2019****Parties:** Employers in relation to the management of**Col. Probir Kumar Sur (Retd.), Contract or/ Service Provider under ‘One Stop Truck Shop (OSTS)-Uluberia’  
/Bharat Petroleum Corporation Limited, Kolkata****AND****Their Workmen**

Appearance :

On behalf of Management : Mr. J. Mondal

On behalf of the Workmen/Union : Mr. Somnath Chakraborty

**Dated 13<sup>th</sup> April, 2023****AWARD**

The Management of Bharat Petroleum Corporation Ltd. is represented by its Ld. Counsel. The Ld. Counsel for the Union on record submits that he has no instruction to proceed with the case. Therefore, he wants to withdraw himself from this case as a Counsel for the Union.

Ld. Counsel for Bharat Petroleum Corporation Ltd. who files a copy of letter dated 05.04.2023, addressed to this Tribunal by Deepak Bhattacharya, General Secretary of Bharat Petroleum Corporation Ltd. Employees’ Union. From the said letter it appears that Union has espoused the present dispute on alleged illegal termination of Pradip Kumar Saha, a contractor workman working in OSTs, Uluberia of Bharat Petroleum Corporation Ltd.. It has also been stated that an agreement on wages and other matters with Bharat Petroleum Corporation Ltd. was executed on 28.03.2023. As per Clause No. 3(b) of the said agreement, the Union had undertaken to withdraw all the cases which it has espoused and pending before any code of law/ conciliation. Therefore, the Union wants to withdraw the subject dispute as per agreement.

But as per office record, no such letter has been received by the office of Tribunal till date.

However, Ld. Counsel Mr. Somnath Chakraborty who is a counsel on record for the Union too acknowledge the fact that Union had indeed entered into an agreement with the Management of BPCL and in view of such agreement the Union had undertaken to withdraw all cases it has espoused against the management of BPCL including the present reference case.

The Govt. Of India through Ministry of Labour and vide Order No, L-30011/51/2017 –IR(M) dated 06.09.2019 has referred the following issue for determination by this Tribunal “whether the termination of Sri Pradip Kumar Saha, Delivery Salesman, engaged by Col. Pradip Kumar Sur (Retired), Contractor/ Service Provider under ‘One Stop Truck Shop (OSTS)- Uluberia’ /Bharat Petroleum Corporation Limited, Kolkata as raised by Bharat Petroleum Corporation Ltd. employees’ Union, Kolkata is justified? If not, what relief Pradip Saha is entitled to? What other direction, if any, are required in the matter.

In the record apart from the claim application there is no other materials or evidence to substantiate the claim of the Union that Pradip Saha was illegally terminated from his service of Delivery Salesman by his immediate employer Col. Pradip Kumar Sur, the Service Provider of BPCL without following the statutory rules and regulations. More so, from the submission made by Ld. Counsel of the Union on record this day, it appears the Union is no more interested to pursue the dispute espoused by it. Since the Union who has espoused the above dispute wants to withdraw the subject dispute in view of agreement dated 28.03.23 and does not want to pursue the present dispute, the present reference case is disposed of being withdrawn. Accordingly, no dispute award is passed.

Therefore, Case Reference No. 15 of 2019 is disposed of.

JUSTICE K. D. BHUTIA, Presiding Officer



नई दिल्ली, 25 जुलाई, 2023

**का.आ. 1236.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोलकाता पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता, पंचाट (रिफरेन्स न.-24/2001) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.07.2023 को प्राप्त हुआ था।

[सं. एल-32012/1/2001-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 25th July, 2023

**S.O. 1236.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2001) of the Central Government Industrial Tribunal cum Labour Court, Kolkata as shown in the Annexure, in the Industrial dispute between the employers in relation to Kolkata Port Trust and Their Workmen which was received along with soft copy of the award by the Central Government on 25.07.2023.

[No. L-32012/1/2001-IR(M)]

D.K.HIMANSHU, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

**Present : Justice K. D. Bhutia, Presiding Officer.**

#### **REF. NO.24 OF 2001**

**Parties :** Employers in relation to the management of

**Kolkata Port Trust.**

**AND**

**Their Workman**

Appearance :

On behalf of the Management : Advocate Mr. J. Barik

On behalf of the Workman : Advocate Mr. R. Talukder

**Dated: 7<sup>th</sup> June, 2023**

#### **AWARD**

By Order No L-32012/1/2001/(IR)M dated 01-08-2001, the Central Government, Ministry of Labour has referred the following issue for adjudication by this Tribunal: –

“Whether the action of the management of Haldia Dock Complex (Kolkata Port Trust) in removing Sri Subhranshu Sekhar Das, Ex-Sweeper from service is justified? If not, what relief the workman is entitled to?”

The brief facts giving rise to this industrial dispute is that in order to fill up four vacancies in the post of Sweeper in Haldia Dock Complex, the concerned authority as per recruitment rules issued notification No.P&IR-7/1996/5695 dated 28-05-1996 under section 4 of Employment Exchange (Compulsory Notification of vacancies) Central Rules, 1960. In pursuance of such notification the Employment Exchange, Haldia vide memo no. LV/CGQ/58/96/7458 dated 12-07-1996 sponsored the names of 76 candidates for appointment in the post of Sweeper in Haldia Dock Complex. As per the list sent by Employment Exchange, names of Sri Subhranshu Sekhar Das appeared against Sl. No.42 as a candidate under the category of effected/evicted persons. The name of Sri Subhranshu Sekhar Das was typed in Sl. No.42 on white ink in the form of correction/addition.

The said Sri Subhranshu Sekhar Das selected as one of the candidates and issued an appointment letter no. P&RIR/21/9/98/1176 dated 15-05-1998 in the vacant post on temporary basis. Accordingly, said Sri Subhranshu Sekhar Das joined the post of Sweeper on 15-05-1998 and he was posted at Medical Division at Haldia Dock Complex.

On appointment of four selected candidates against four vacancies in the post of Sweeper being candidates sponsored by Employment Exchange, Haldia, the Deputy Manager of Kolkata Port Trust, Haldia Dock Complex informed Employment Exchange Officer about the recruitment of those four candidates on temporary basis through memo no .P&IR/7/98/2066 dated 02-06-1998. Surprisingly, the concerned Employment Exchange Officer informed the Deputy Manager over phone on 05-06-1998 that Employment Exchange never sponsored any candidates by the name Sri Subhrasnshu Sekhar Das. In fact against sl. No.4 the Employment Exchange had sponsored one Sri Lakshmi Kanta Patra. Later Employment Exchange Officer by letter bearing No. LB/CGQ/ 58/96/5333 (3) dated 08-06-1998 informed the above facts.

On receiving such letter from the Employment Exchange, Haldia the management verified and compared the copy of the list forwarded by the Employment Exchange, on the basis of which the recruitment was held. It was found that against Sl. No.42 there was use of white ink and name of Sri Subhrasnshu Sekhar Das being typed on the white ink.

On detection of such forgery the authority sent the matter for investigation to the Vigilance unit. In the course of investigation by the Vigilance Unit Sri Subhrasnshu Sekhar Das confessed in writing about insertion of his name in the list of sponsored candidate by bribing the Night guard, of the Employment Exchange. Then he was placed under suspension vide suspension order no. DISC/569/225 dated 08-07-1998. Then he was charge sheeted for indulging in fraudulent and corrupt practice in getting his employment in the post of Sweeper on 08-09-1998. He was asked to give reply to the charge sheet.

He submitted reply to the charge sheet on 08-10-1998 merely denied the charge. That reply not being satisfactory the management initiated domestic enquiry against him and appointed Sri T. K. Mukherjee, Manager (Finance) as the Enquiry Officer and Sri S.S. Pandit, Junior Assistant Manager (Administration) as the Presenting Officer.

During domestic enquiry the charge sheeted workman was given opportunity to take assistance of his co-workers. However, he declined. He fully participated in the departmental proceeding, cross examined the witness produced by the Management but he declined to produce witnesses in his defence though he produced three documents in his support. The management has produced three witnesses and six documents. The Enquiry Officer on the basis of the material placed before him found the workman guilty to the charge and submitted a report to that effect on 25-02-2000.

The Deputy Chairman, Haldia Dock Complex being the disciplinary authority sent the copy of enquiry report to the workman and directed him to submit his written representation. The workman submitted his written statement on 30-03-2000. The Deputy Chairman, Haldia Dock Complex after considering the representation of the workman and report of the Enquiry Officer, he concurred with the finding of the Enquiry Officer and decide to impose punishment by way of removal from service. Accordingly said Sri Subhrasnshu Sekhar Das was terminated from the service of a Sweeper, w.e.f. 04-07-2000.

The workman preferred an appeal before the Appellate Authority, the Chairman of Kolkata Port Trust on 21-07-2000 but the appellate authority rejected his appeal by order dated 04-12-2000.

However, the workman in his claim statement has alleged that Vigilance Deptt. has forcibly obtained his signature in the confessional statement and against whom he initiated criminal proceeding in court of law. That enquiry was conducted in utter violation of principle of natural justice and fair play. Therefore, he prayed that his removal from the service on the basis of domestic enquiry is illegal and based on faulty domestic enquiry. Therefore, he has prayed for his reinstatement with back wages after setting aside the order of termination.

The predecessor of this Tribunal vide order date 3-12-2019 held that the workman has failed to prove that he signed on the confessional statement under duress. The workman having admitted his guilty there was no need of any enquiry. He should have been terminated from the service without any enquiry. However, the authority had held proper enquiry after giving full opportunity to the workman. The Enquiry Officer found the workman guilty to the charge. There, is nothing adverse in the domestic enquiry held by the management. Therefore, domestic enquiry was held to be valid and proper. However, an opportunity was given for hearing on the point of punishment under section 11(A) of the Industrial Act.

Now, it has been proved that the workman had secured the appointment on the strength of forged and fabricated documents and as such the burden of prove lies upon the workman to prove that he secured his appointment on the basis of genuine documents which he had failed to do so.

Since the basic foundation of the employment of the workman is based on a manipulated list prepared by him in connivance with a staff of the exchange in lieu of money and he inserted his name against Sl. No. 42 by erasing the name Shri Laxmikanta Patra the candidate actually sponsored by Haldia Employment Exchange by using white ink such appointment cannot sustained in the eye of law.

Therefore, this Tribunal is of view the management is justified in terminating the service of Sri Subhrasnhu Sekhar Das, Sweeper who had procured the service by practicing fraud. Fraudulent practice to gain employment cannot be permitted by court of law.

It is settled proposition of law that where an applicant get an office by misrepresenting the fact or claim fraud upon the competent authority, such an order can not sustained in the eye of law. Fraud avoid all Judicial Acts, ecclesiastical or temporal. Employment obtained by practising fraud can not be permitted to be countenanced by a Court of Law as the employment secured by fraud renders it voidable at the option of the employer.

Therefore, this Tribunal is of view the punishment imposed by the management by removing the workman from the service of Sweeper is not found to be dis-proportionate to the misconduct to which the workman was found guilty. The management is justified in terminating the service of the concerned workman who has admitted the fraud committed by him in writing.

Accordingly, Award is passed to that effect and the Reference No.24 of 2001 is disposed.

K. D. BHUTIA, Presiding Officer

नई दिल्ली, 25 जुलाई, 2023

**का.आ. 1237.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स कमांडो डिवीज़न एंड अनॉथर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता, पंचाट (रिफरेन्स न.-88/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.07.2023 को प्राप्त हुआ था।

[सं. एल-17011/6/2015-आईआर(एम)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 25th July, 2023

**S.O. 1237.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 88/2015) of the Central Government Industrial Tribunal cum Labour Court, Kolkata as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Commando Division and another and Their Workmen which was received along with soft copy of the award by the Central Government on 25.07.2023.

[No. L-17011/6/2015-IR(M)]

D.K.HIMANSHU, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

**Present: Justice K. D. Bhutia, Presiding Officer.**

**REF. NO.88 OF 2015**

**Parties: Employers in relation to the management of**

**M/s Commando Division and another**

**AND**

**Their Workmen**

**Appearance:**

On behalf of Management ESI Hospital : Advocate T. K. Chatterjee

On behalf of the Union : None

Dated 25<sup>th</sup> April, 2023

**AWARD**

The principal employer of ESI Hospital is represented by its Lawyer Mr. T.K. Chatterjee. The contractor employer M/s Commando Division and the union Calcutta Shops and Establishment of worker Union are found absent when the matter is called.

The Ministry of Labour vide its Order No. L-17011/6/2015-IR(M) dated 28.10.2015 has referred the following dispute for adjudication by this Tribunal.

“Whether the action of the authority of ESIC Hospital & ODC (EZ), Kolkata and its contractor M/S Commando Division in depriving the fringe benefits viz. HRA, Washing Allowance etc. once extended to the existing 56 nos. contractual workers w.e.f. 01.06.2019 to 15.11.2011 at par to the wages and benefits meant for DGR security guards and subsequently discontinued without giving proper notice to the same set of workers is legal and/or justified? If not, what relief the workmen are entitled to?”

The union which has espoused the above dispute had appeared and filed its statement of claim and where it has alleged that the workmen were initially engaged by M/s Ganapati India of Durgapur to work as a Security Guards in the establishment of ESI Hospital at Joka. That they were provided with HRA @ 15% of Basic and VDA along with uniform and washing allowance at the rate of 10% and weekly off/ National Holiday/ other holidays at the rate of 28.98% since 1<sup>st</sup> June, 2009 from sham contractor of the Principal employer ESI Corporation, Joka.

On the engagement of a new contractor namely M/s Commando Division w.e.f. 16.10.2011, they have been deprived of HRA, Washing Allowances, VDA etc.

On such curtailment, the union raised the demand before the new contractor as well as before the principal employer. But their demands fell in the deaf ears. Then they raised the dispute before the authorities concerned for conciliation, but the conciliation failed. Hence the reference.

The contractor employer contested the claim of the union by filing the written statement and where it has alleged that it has been engaged as a service provider by ESI Hospital through tender. That as per agreement it is bound to pay Central minimum wages, provident fund, ESI facilities, yearly bonus @ 8.33%, 3 days' National Holiday, Uniform etc. Thus, it has alleged there is no scope to give additional benefit except what has been agreed between it and the principal employer. The demand of union is not justified. Therefore, it has prayed the dismissal of reference.

Unfortunately, the union which has espoused the dispute has failed to produce any documentary or oral evidence to substantiate its claim and prove that the workmen engaged by the contractor to work in the establishment of ESI were denied the fringe benefits which they were getting from the previous contractor M/s Ganapati Enterprise and the contractor's employees have been denied fringe benefits by new contractor M/s Commando Division on and from 16.10.2011.

Under the circumstance, there is nothing in the record to substantiate and prove the contents of claim statement filed by the union.

Accordingly, no dispute award is passed and reference case No. 88 of 2015 is disposed of.

Justice K.D. BHUTIA, Presiding Officer

नई दिल्ली, 25 जुलाई, 2023

**का.आ. 1238.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दिल्ली इंटरनेशनल एयरपोर्ट प्राइवेट लिमिटेड, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और मिस अर्चना शर्मा, नई दिल्ली के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली, पंचाट (रिफरेन्स न.-17/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.07.2023 को प्राप्त हुआ था।

[सं. जेड-16025/03/2023-आईआर(एम)-7]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 25th July, 2023

**S.O. 1238.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2017) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to

Delhi International Airport Pvt. Ltd., New Delhi and Ms. Archana Sharma, New Delhi which was received along with soft copy of the award by the Central Government on 25.07.2023.

[No. Z-16025/03/2023-IR(M)-7]  
D.K. HIMANSHU, Under Secy.

**ANNEXURE**

**MINISTRY OF LABOUR & EMPLOYMENT, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT-II, NEW DELHI.**

Present:

Smt. Pranita Mohanty,  
Presiding Officer, C.G.I.T.-Cum-Labour  
Court-II, New Delhi.

Id. No. 17/2017

Date of Passing of Award 3<sup>rd</sup> July, 2023

Between:

Delhi International Airport Pvt. Ltd.  
IGI Airport, New Delhi

Management

**VERSUS**

Ms. Archana Sharma, R/o Flat No. 490, DDA LIG Flats,  
Pocket-13,  
Phase -I, Manglapuri, New Delhi

Respondent/Claimant

Appearances:-

Respondent /claimant.

Shri Vivek Kaushal, Ld.A/R for the management.

**AWARD**

This is an application filed by the management invoking the provision under section 33(2)(b) of the Id. Act.

Notice being served, the respondent /workman appeared through her A/R and on completion of pleadings, a proposal was advanced by the parties for amicable settlement. The matter was adjourned to 10.04.2023 for submission of progress report on the settlement. On request by order dated 10.04.2023, the matter was referred to the District Mediation Centre at Rouse Avenue court for further conciliation.

In the Mediation Centre mgt DIAL has settled the dispute with the applicant and agreed to pay a certain amount towards full and final settlement of all the claims in terms of Mediation Centre report dated 17.04.2023. Thus, the matter has been amicably settled between the parties. On this, claimant gave a statement to the effect that she has settled the dispute with the mgt and received an amount of Rs. 21,16,400/- vide DD No. 508327 dated 15.05.2023, drawn from ICICI Bank and a sum of Rs. 5,92,500 / has been deducted towards TDS and Rs. 23,700 towards Cess out of total settled amount of Rs. 26,00,000/-. She also stated not to have any other claim against the management.

As agreed by both the parties, no claim of what so ever nature now survives between the respondent /workman and the mgt DIAL.

As Such, It is held that the claim/dispute of the workman/claimant stands finally settled. Statement of the parties shall form integral part of this Award. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 of the Act.

Dictated & Corrected by me.

3rd July, 2023

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 25 जुलाई, 2023

**का.आ. 1239.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टील ऑथोरिटी ऑफ़ इंडिया लिमिटेड, महाराज नगर (उत्तर प्रदेश) के प्रबंधन के संबद्ध नियोजकों और श्री सहमत अली पुत्र लेट आजम अली, अमेठी (उत्तर प्रदेश) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ, पंचाट (रिफरेन्स न.-41/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.07.2023 को प्राप्त हुआ था।

[सं. एल-43012/04/2013- आईआर(एम)]

डी.के.हिमांशु, अवर सचिव

New Delhi, the 25th July, 2023

**S.O. 1239.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 41/2014 of the Central Government Industrial Tribunal cum Labour Court, Lucknow as shown in the Annexure, in the Industrial dispute between the employers in relation to Steel Authority of India Ltd., Maharaj Ganj (Uttar Pradesh) and Shri Sahmat Ali S/o Late Ajam Ali, Amethi (Uttar Pradesh) which was received along with soft copy of the award by the Central Government on 25.07.2023.

[No. L-43012/04/2013-IR(M)]

D.K.HIMANSHU, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

#### PRESENT

**JUSTICE ANIL KUMAR**

**PRESIDING OFFICER**

I.D. No. 41/2014

Ref. No. L-43012/04/2013-IR(M) dated 22.05.2014

#### BETWEEN

Shri Sahmat Ali S/o Late Ajam Ali, R/o Warishganj, Near Police Chauki, Dist - Amethi (UP).

**Vs**

General Manager, Steel Authority of India Ltd.,

Sale Unit, Industrial Area Jagdishpur, Dist- Chhatrapati Sahuji Maharaj Nagar(UP).

#### AWARD

By order No. L-43012/04/2013-IR(M) dated 22.05.2014 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

*“क्या प्रबंधन द्वारा श्रमिकों के देयों का भुगतान न किया जाना व अवैध सेवा समाप्ति न्योचित एवं वैध है? यदि नहीं तो कामगार किस राहत को पाने के हकदार हैं?”*

Accordingly, adjudication case No. 41/2014 has been registered before this Tribunal on 04.07.2014.

Statement of claim has been filed by the workers, supported by an affidavit, praying therein following relief:

*“1. Issue a order directing the opposite parties to pay the due salary of the workers since March 2002 to 2014, and further engagement in the factory.*

2. Issue a order directing the opposite parties to permit the workers for resuming their job in the company which has been managed by the opposite parties and pay the salary as per law.
3. Issue a order directing the opposite parties to pay the dues as G.P.F, Graguty and compensation to the workers.
4. To pay the interest at the rate of 18 percent on delayed payment.
5. Issue any other order in favour of the workers.”

Needless to mention herein that reference dated 22.05.2014 has been challenged by the respondent by filing a Writ Petition No.6707 (MS) of 2014 M/s Steel Authority of India Ltd. v. UoI & others.

Sri Atul Gupta, CGM (JSV), SAIL has appeared before this Tribunal today and filed copy of judgment dated 05.08.2019, passed by the Hon’ble High Court, Lucknow, in Writ Petition No.6707 (MS) of 2014 M/s Steel Authority of India Ltd. v. UoI & others, taken on record

I have perused the said judgment, operative portion of the same reads as under:

“29. There was no question on which a Reference could have been made by the respondent no. 1 to the respondent no. 2. If the respondent no. 3 was aggrieved by action or inaction on the part of the M/S Malvika Steels, it should have approached the Official Liquidator.

30. Learned counsel for the respondent no. 3 has submitted that the workmen are not supposed to know the remedy available under the Act. They had filed their grievance in the form of a representation before the Central Government. The Central Government should have applied its mind and redirected the workmen to the appropriate Authority. The workmen cannot be allowed to suffer because of wrong Reference made by the Central Government on 22.5.2014.

31. This Court is of the considered opinion that the workmen can still approach the Official Liquidator who may have the remaining sale proceeds deposited in terms of the order of the DRT-I New Delhi as the employees claim has been mentioned in the notice for public auction of property published by the Recovery Officer. The workmen should approach the appropriate forum.

32. The Reference order is set aside.”

Accordingly, the position which emerged out from the judgment, passed by the Hon’ble High Court, is to the effect that reference dated 22.05.2014 has been wrongly made.

For the foregoing reasons the present industrial dispute is dismissed as not maintainable, workman is not entitled for any relief.

Award as above.

LUCKNOW.

Justice ANIL KUMAR, Presiding Officer

27<sup>th</sup> June, 2023.

नई दिल्ली, 25 जुलाई, 2023

**का.आ. 1240.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ़ इंडिया के प्रबंधतंत्र, संबद्ध नियोजको और श्री कमलेश चतुर्वेदी के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (13/2023) प्रकाशित करती है।

[सं. एल -12011/18/2023-आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 25th July, 2023

**S.O. 1240.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.13/2023) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Bank of India and Sh. Kamlesh Chaturvedi.

[No. L-12011/18/2023-IR(B-II)]

SALONI, Dy. Director

**ANNEXURE**  
**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT**

**KANPUR**

**PRESENT**

**SOMA SHEKHAR JENA**

**HJS(Retd.)**

I.D.No. 13/2023

Ref.No.L-12011/18/2023-IR(B-II) dated: 10.03.2023

**BETWEEN**

Shri Kamlesh Chaturvedi(National Convener)

United Forum of We Bankers , new mig 53,

Hemant Vihar, Barra -2 ,Kanpur-208027

**AND**

The Zonal Manager,

Bank of India ,

Zonal Office, 128/24, H-Block,

Kidwai Nagar Kanpur(U.P.)-400031

This Award arises in respect of the industrial dispute referred to this Tribunal by the Government of India Ministry of Labour and Employment in letter no. L-12011/18/2023-IR(B-II) dated 10.03.2023 as stated in the schedule below-

**The Schedule**

**“Whether the action of the management of Bank of India of Transferring the workman Sri Ashish Mishra, General Secretary We Bankers Association, U.P. (Regd.) and Bank of India Staff Union,U.P.(Regd.) amount to change in conditions of service during the Pendency of Conciliation Proceedings as per Section 33(I)(a) of Industrial Dispute Act and violation of para 535 of Sastri Award and unfair Labour Practice enumerated V Schedule of ID Act ,1947 is legal, proper and justified? If not, what relief the Sri Ashish Mishra is entitled to and from which date and what other directions, if any, are necessary in this matter?”**

The background facts of the above stated reference proceeding is that Ashish Mishra was posted as S.W.O. in the Bank of India GTB Branch, Kanpur. Ashish Mishra claimed to be a protected workman and in that respect a petition was pending before the Assistant Labour Commissioner(Central), Kanpur (here in after stated in short as ALC(C) representing the We Bankers Association U.P. and the Bank of India staff union U.P. from the period 2019 upto March, 2022. The OP Bank is stated to have entered into 6 settlements in which Ashish Mishra is stated to have represented the workmen side . It is alleged that the OP Management with vindictive attitude ignoring the fact that Mrs. Pooja Mishra wife of Ashish Mishra was posted as Kanpur trampling upon Para 535of the Shastri Award issued order dated 21.03.2022 transferring Ashish Mishra from GTBBranch to Mallawan Branch in Hardoi District. On behalf of the claimant workman side it is contended that transfer of Shri Ashish Mishra from GTB Branch to Mallawan Branch was utter violation of the 535 of the Shastri Award and the conditions of Bipartite settlement. On behalf of OP management written statement has been filed with averments that the transfer of Ashish Mishra by order dated 21.03.2022 does not amount to violation of any service condition of the employee who has accepted transferable job right from the beginning. It is further contended that the OP management had kept the transfer order affixed on the notice board for 5 days from 21.03.2022. The transfer of Shri Ashish Mishra was done for tackling exigencies of Bank work. It has been averred that on 21.03.2022 Ashish Mishra was not a protected workman and he was not entitled to claim the benefits accruing to a protecting workman. It is specifically pleaded that the OP management deducted wages for 13 days of Shri Ashish Mishra for absenteeism. It is pleaded that transfer of Shri Ashish Mishra lies within the managerial prerogative of the OP management and there is no occasion to interfere in the order of transfer.

The points for determination in the proceedings are as follows-

- 1) Whether Ashish Mishra could be reckoned as a Protected Workman at the time of issuance of the order of transfer.
- 2) Whether interference can be made in the order of transfer of Shri Ashish Mishra from GTB Branch to Mallawan Branch.



It is vehemently contended on behalf of the O.P. management that Shri Ashish Mishra was not a protected workman on the date of transfer and he has been declared as protected workman by order of the Assistant Labour Commissioner(Central) which was passed in August 12,2022. It is forcefully submitted on behalf of the O.P. management that the declaration of Shri Ashish Mishra General Secretary as protected workman can be reckoned with effect from 12.08.22 and not prior to that. Such contentions as advanced on behalf of the O.P. management appears to be of doubtful sustainability in the matter of adjudging a claimant workman as protected workman. Reasonable analogy has to be drawn referring to other similar situation. Law is well settled that date of dismissal of a workman is relegated to the date of passing of that order by the management. Likewise, the date for conferment of the status of 'Protected Workman' on a workman is to be logically reckoned from the date on which his claim for such status crops up on the first occasion before the management. In view of such scenario Shri Ashish Mishra can be logically reckoned as Protected workman as per Section 33(3) of the ID Act with effect from 16.04.2022. The above date 16.04.2022 becomes crucial for the adjudication of the reference as by 16.04.2022. Shri Ashish Mishra becomes one protected workman and his transfer becomes a questionable exercise of administrative power of the O.P. management when read with Para 535 of the Bipartite Settlement dated 22.04.1976. In substance, it can be stated that claimant workman Shri Ashish Mishra is entitled for protection under section 33(3) of the ID Act. From the orders of transfer impugned before this Tribunal it appears that the transferring authority had no opportunity of considering the status of Shri Ashish Mishra as protected workman. It is only after the order of A.L.C. (Central) Kanpur the status of Ashish Mishra as protected workman cropped up. In view of foregoing discussions the status is relegated to the time of claim for Protected Workman Para 535 of the Shastri Award which is binding on the parties is read as follows:-

1. Transfers are rendered necessary by the exigencies of administration. The proper view to take is that transfers are normal incidents of the working of a bank and they must be left to the discretion of those who guide the policy of the bank and manage its affairs.
2. Wherever an activist of the trade union movement, as yet in its formative stage and liable to be crippled easily, is transferred as suspicion naturally arises that it is inspired by ulterior motives and the consequences there of may be an industrial dispute, In order such that suspicion may be avoided, as far as possible, the following procedure be followed:
  - (a) Every registered bank employee's union, from time to time, shall furnish the bank with the names of the president, vice president and secretaries of the union;
  - (b) Except in very special cases, whenever the transfer of any of the above mentioned office bearers is contemplated, at least five clear days' notice shall be put up on the notice boards of the bank of such contemplated action; any re-representative, written or oral, made by the union shall be considered by the bank;
  - (c) If any order of transfer is ultimately made, a record shall be made by the bank of such representative and the bank's reason for regarding them as inadequate; and
  - (d) The decision shall be communicated to the union as well as to the employee concerned.

Though transferring Ashish Mishra from G.T.B. Branch to Hardoi Branch cannot be read as alteration of service conditions transfer of protected workman without strict compliance of the terms of settlement done by the OP management cannot be treated as thoroughly sustainable. It is true that in Shilpi Bose case it has been held by the Hon'ble Supreme Court of India that transfer the employee is prerogative of the employer. Shilpi Bose was not a protected workman. A Protected workman in banking industry has been given certain protections rationally for protecting the workmen from any kind of arbitrary action of the management and for proper espousal of the of the employees' grievances has been conferred different status. This concept of harmonious relationship between the employer and the employees in the matter of administrative exercise is enshrined in Para 535 of the settlement. From the factual aspects of the case as found from the record it cannot be conclusively held that the transfer order was thoroughly illegal. It does not mean that Shri Ashish Mishra shall be adjusted in any particular branch of his choice but the OP management considering his protected workman status may issue appropriate order as per their managerial wisdom for better peace and harmony in the banking sector. It appears that the transfer of claimant Ashish Mishra from GTB Branch on date was effected without consideration of his deemed status as protected workman since he was not formally accepted as protected workman. The OP Employer cannot be blamed for effecting the transfer. It is true that transfer is an inseparable part of banking job. It is also true that no change of service conditions occurs due to transfer of an employee from one branch of the Bank to another Branch in another district. From the factual aspects of the case as found from the record it cannot be conclusively held that the transfer order was thoroughly illegal. However in view of the Para 535 of the Shastri award and the Bipartite settlement transfer of claimant Ashish Mishra is treated as contrary to Bipartite settlement. Claimant workman shall submit a representation stating that his wife Smt. Pooja Mishra is now posted as employee in the Bank of India at Kanpur and anticipated trouble to the spouses consequential to shifting to Mallawan and the OP management is instructed to consider the representation of the claimant workman in the light of the circulars issued by the Government of India for giving posting to the serving spouses in the same place. As a remedy the OP employer is directed to revisit the order of transfer Shri Ashish Mishra of GBT Branch, Bank of India to Hardoi Branch within a period of 45 days from the date of publication of Award.

Till the decision is taken by the management to be published on its local website the interim arrangement as directed by Hon'ble Allahabad High Court dated 09.01.23 in WRIT C No. 15734 OF 2022 shall be honoured by the parties without making deviation. In view of the scenario stated above parties are left to bear their respective costs.

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 25 जुलाई, 2023

**का.आ. 1241.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिंदुस्तान जिंक लिमिटेड के प्रबंधन के संबंधित नियोजकों और श्री तेजपाल, कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण एवं श्रम न्यायालय, भीलवाड़ा, पंचाट (रिफरेन्स नं.-05/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.07.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-आईआर(एम)-55]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 25th July, 2023

**S.O. 1241.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 05/2019) of the Industrial Tribunal cum Labour Court, Bhilwada as shown in the Annexure, in the Industrial dispute between the employers in relation to Hindustan Zinc Limited and Shri Tejpal, Workman which was received along with soft copy of the award by the Central Government on 25.07.2023.

[No. Z-16025/04/2023-IR(M)-55]

D.K. HIMANSHU, Under Secy.

### अनुलग्नक

**::औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय, भीलवाड़ा ::राज0::**

पीठासीन अधिकारी: **श्री सुशील कुमार शर्मा**, (जिला न्यायाधीश संवर्ग)

प्रकरण संख्या : 5 / 2019 आई.टी.आर.

श्री तेजपाल माली पुत्र श्री पन्नालाल माली, बगीची.

बस स्टेण्ड के पास, हुरडा, तह0—हुरडा, जिला—भीलवाड़ा (राज0)

.. प्रार्थी

: **बनाम** :

डाईरेक्टर, हिन्दुस्तान जिंक लि0, रामपुरा—आगुचा माईन्स,  
जिला—भीलवाड़ा (राज0)।

.. विपक्षी

उपस्थित :

प्रार्थी की ओर से कोई उपस्थित नहीं।

श्री आर.सी.चेचाणी, अधिवक्ता—विपक्षी की ओर से।

**:: पंचाट ::**

दिनांक 30.5.2023

श्रम एवं रोजगार मंत्रालय, भारत सरकार की अधिसूचना क्रमांक: एफ नं0 ए जे-8/2/43/2019—आई.आर. दिनांक 26.11.2019 के द्वारा निम्न विवाद इस न्यायालय को अधिनिर्णयार्थ प्रेषित किया गया—

'Whether the action of the management of Hindusthan Zinc Limited, Rampura Agucha Mines, Rampura, Distt. Bhilwara in giving premature retirement to shri Tejpal Mali S/O Shri Pannalal Mali, Asstt. Foreman-Mechanical at the age of 58 years w.e.f. 30.6.2019 instead of 60 years is legal and justified? If not, whether the demand of the workman for his reinstatement up to age of 60 years

or payment of wages, allowance and other benefits for 02 years is legal and justified ? If yes, to what relief the concerned workman is entitled and from which date.

आज प्रार्थी हाजिर नहीं हैं । प्रार्थी की तामील उसके पते पर संबंधित न्यायालय के माध्यम से भेजी जा चुकी है, जो प्रार्थी को प्राप्त हो गई है। प्रार्थी आज बावजूद तामील हाजिर नहीं है। अतः ऐसा प्रतीत होता है कि प्रार्थी की इस प्रकरण में कोई रुचि नहीं है तथा अब वह इस प्रकरण में कोई कार्यवाही नहीं चाहता है। अतः 'कोई विवाद नहीं रहा' आशय का पंचाट जारी किया जाता है। पंचाट की प्रति केन्द्र सरकार को प्रकाशनार्थ भेजी जाये।

सुशील कुमार शर्मा, न्यायाधीश

नई दिल्ली, 25 जुलाई, 2023

**का.आ. 1242.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिंदुस्तान जिंक लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री महावीर सिंह, कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण एवं श्रम न्यायालय, भीलवाड़ा, पंचाट (रिफरेन्स नं.-09/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.07.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-आईआर(एम)-56]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 25th July, 2023

**S.O. 1242.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 09/2019) of the Industrial Tribunal cum Labour Court, Bhilwada as shown in the Annexure, in the Industrial dispute between the employers in relation to Hindustan Zinc Limited and Shri Mahavir Singh, Workman which was received along with soft copy of the award by the Central Government on 25.07.2023.

[No. Z-16025/04/2023-IR(M)-56]

D.K. HIMANSHU, Under Secy.

### अनुलग्नक

**::औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय, भीलवाड़ा ::राज0::**

पीठासीन अधिकारी: श्री सुशील कुमार शर्मा, (जिला न्यायाधीश संवर्ग)

प्रकरण संख्या : 9 / 2019 आई.टी.आर

श्री महावीर सिंह पुत्र श्री नारायणसिंह चुंडावत

काला बावजी मंदिर के पास, गुलाबपुरा, तह0—हुरडा, जिला—भीलवाड़ा (राज0)

.. प्रार्थी

: **बनाम** :

डाईरेक्टर, हिन्दुस्तान जिंक लि0, रामपुरा—आगुचा माईन्स,  
जिला—भीलवाड़ा (राज0)।

.. विपक्षी / नियोजक

उपस्थित :

प्रार्थी की ओर से कोई उपस्थित नहीं।

श्री आर.सी.चेचाणी, अधिवक्ता—विपक्षी की ओर से।

**:: पंचाट ::**

दिनांक 30.5.2023

श्रम एवं रोजगार मंत्रालय, भारत सरकार की अधिसूचना क्रमांक:एफ नं० ए जे-8/2/47/2019-आई.आर. दिनांक 26.11.2019 के द्वारा निम्न विवाद इस न्यायालय को अधिनिर्णयार्थ प्रेषित किया गया—

'Whether the action of the management of Hindusthan Zinc Limited, Rampura Agucha Mines, Rampura, Disst. Bhilwara in giving premature retirement to shri Mahaveer Sing S/O Shri Narayan Sing Chundavat, Asstt. Foreman-Mechanical at the age of 58 years instead of 60 years w.e.f. 31.8.2018 is legal and justified? If not, whether the demand of the workman for his reinstatement up to age of 60 years or payment of wages, allowance and other benefits for 02 years is legal and justified? If yes, to what relief the concerned workman is entitled and from which date.

आज प्रार्थी हाजिर नहीं हैं। प्रार्थी की तामील उसके पते पर संबंधित न्यायालय के माध्यम से भेजी जा चुकी है, जो प्रार्थी को प्राप्त हो गई है। प्रार्थी आज बावजूद तामील हाजिर नहीं हैं। अतः ऐसा प्रतीत होता है कि प्रार्थी की इस प्रकरण में कोई रुचि नहीं है तथा अब वह इस प्रकरण में कोई कार्यवाही नहीं चाहता है। अतः 'कोई विवाद नहीं रहा' आशय का पंचाट जारी किया जाता है। पंचाट की प्रति केन्द्र सरकार को प्रकाशनार्थ भेजी जाये।

सुशील कुमार शर्मा, न्यायाधीश

नई दिल्ली, 25 जुलाई, 2023

**का.आ. 1243.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिंदुस्तान जिंक लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री महावीर प्रसाद सोनी, कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण एवं श्रम न्यायालय, भीलवाड़ा, पंचाट (रिफरेन्स नं.-10/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.07.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-आईआर(एम)-57]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 25th July, 2023

**S.O. 1243.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10/2019) of the Industrial Tribunal cum Labour Court, Bhilwada as shown in the Annexure, in the Industrial dispute between the employers in relation to Hindustan Zinc Limited and Shri Mahavir Prasad Soni, Workman which was received along with soft copy of the award by the Central Government on 25.07.2023.

[No. Z-16025/04/2023-IR(M)-57]

D.K.HIMANSHU, Under Secy.

**अनुलग्नक**

**:: औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय, भीलवाड़ा ::राज०::**

पीठासीन अधिकारी: श्री सुशील कुमार शर्मा, (जिला न्यायाधीश संवर्ग)

प्रकरण संख्या : 10/2019 आई.टी.आर

श्री महावीर प्रसाद सोनी पुत्र श्री शिवदयाल सोनी

7, भदादा बाग, गुलाबपुरा, तह0—हुरडा, जिला—भीलवाड़ा (राज०)

.. प्रार्थी

: ब नाम :

डाईरेक्टर, हिन्दुस्तान जिंक लि०, रामपुरा—आगुचा माईन्स,  
जिला—भीलवाडा(राज०)।

.. विपक्षी/नियोजक

उपस्थित :

प्रार्थी की ओर से कोई उपस्थित नहीं।

श्री आर.सी.चेचाणी, अधिवक्ता—विपक्षी की ओर से।

:: पंचाट ::

दिनांक 30.5.2023

श्रम एवं रोजगार मंत्रालय, भारत सरकार की अधिसूचना क्रमांक:एफ नं० ए  
जे-8/2/48/2019—आई.आर. दिनांक 26.11.2019 के द्वारा निम्न विवाद इस न्यायालय को अधिनिर्णयार्थ प्रेषित  
किया गया—

'Whether the action of the management of Hindusthan Zinc Limited, Rampura Agucha Mines, Rampura, Disst. Bhilwara in giving premature retirement to shri Mahaveer Prasad Soni S/O Shri Shiv Dayal Soni, Asstt. Foreman at the age of 58 years instead of 60 years w.e.f. 30.4.2019 is legal and justified? If not, whether the demand of the workman for his reinstatement up to age of 60 years or payment of wages, allowance and other benefits for 02 years is legal and justified? If yes, to what relief the concerned workman is entitled and from which date.

आज प्रार्थी हाजिर नहीं हैं। प्रार्थी की तामील उसके पते पर संबंधित न्यायालय के माध्यम से भेजी जा चुकी है, जो प्रार्थी को प्राप्त हो गई है। प्रार्थी आज बावजूद तामील हाजिर नहीं हैं। अतः ऐसा प्रतीत होता है कि प्रार्थी की इस प्रकरण में कोई रुचि नहीं है तथा अब वह इस प्रकरण में कोई कार्यवाही नहीं चाहता है। अतः 'कोई विवाद नहीं रहा' आशय का पंचाट जारी किया जाता है। पंचाट की प्रति केन्द्र सरकार को प्रकाशनार्थ भेजी जाये।

सुशील कुमार शर्मा, न्यायाधीश